

See Instrument recorded
in Book 154 Page 486

NORTH CAROLINA
COUNTY OF PITT

BROOK VALLEY REALTY COMPANY, INC. PROTECTIVE AND RESTRICTIVE
COVENANTS

Brook Valley Realty Company, Inc. has developed this subdivision with the view of furnishing to the lot owners a land development that would insure 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., therefore, in order to protect the owners of the building sites against improper use of surrounding building sites and to 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 and to encourage the erection of attractive homes thereon with appropriate locations on building sites and homes will respect and protect the rights of all other lot owners and, in general, to provide for a high type and quality of improvement for Brook Valley, has adopted these Protective and Restrictive Covenants:

KNOW ALL MEN BY THESE PRESENTS that Brook Valley Realty Company, Inc., a corporation organized and operating under the laws of the State of North Carolina, with its principal

Page #2 - Protective and Restrictive Covenants - Brook Valley

offices and place of business in Greenville, Pitt County, North Carolina, does hereby covenant and agree with all other persons, firms or corporations now owning or hereafter acquiring as owners any lot or parcel of land in the area located east of the City of Greenville, North Carolina, known as Brook Valley, composed of the following lots shown on the following Map prepared by Rivers and Associates, Inc., dated August 5, 1969, and recorded in the office of the Register of Deeds of Pitt County:

Lots Nos. 107-8, 109, 109A, 110, and 110A, as shown on Map of Brook Valley Subdivision, entitled Revision of Lots 107-8, 109 and 110, Section V, Brook Valley Subdivision, Pitt County, Greenville, North Carolina, recorded in Map Book 19, at pages 7 and 7A, in the Pitt County Registry.

That all of these numbered lots shown on the above described Map are to be residential lots and are hereby subjected to the following covenants and restrictions as to the use thereof running with the land by whomsoever owned, to-wit:

I

These covenants are to run with the land and shall be 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 by a vote of a majority of the then owners of the lots, as aforesaid, it is agreed to change said covenants in whole or in part.

II

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

Page #3 - Protective and Restrictive Covenants - Brook Valley

any real property situate 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 covenant, either to prevent him or them from doing so or to recover damages or other dues for such violation.

III

If any of these Restrictive and Protective Covenants shall be declared invalid by any court of competent jurisdiction, its invalidation by lawful judgment or court order shall in no wise affect any of the other provisions of these Protective and Restrictive Covenants, which shall remain in full force and effect.

IV

All of the above-numbered lots shall be known and described as residential building sites. No structure shall be constructed, altered, placed or permitted to remain on any of these numbered lots in the development unless the same is a residence. The lay of the lots as shown on the recorded Map shall be adhered to and no lot or group of lots may be subdivided so as to provide a greater number of smaller lots except with the approval of Brook Valley Realty Company, Inc.; 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 Architectural Committee referred to in Article Five hereof, 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, except by Brook Valley Realty Company, Inc.

Page #4 - Protective and Restrictive Covenants - Brook Valley

No structure shall be erected, altered, placed or permitted to remain on any building site on these numbered lots 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, which structure may in addition contain servant's quarters.

V

No building or fence shall be erected, placed or altered on any premises in Brook Valley on any of these numbered lots until the building plans, specifications and plot plans showing the location of such building and the square footage of such building or the design or location of any fence have been approved in writing 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 by an Architectural Committee composed of three persons designated and appointed by Brook Valley Realty Company, Inc. or its successors. 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. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls. In the event that the said Committee fails to approve or disapprove such design or location within thirty days after both plans and specifications have been submitted to it or in any event if no suit to enjoin the erection of such building or the making such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Page #5 - Protective and Restrictive Covenants - Brook Valley

VI

No building shall be located on any building site nearer to the front lot line than the set back line as shown on the Maps of Brook Valley Subdivision above referred to and recorded in the office of the Register of Deeds of Pitt County. 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 Architectural Committee referred to in Article Five hereof, and the said Committee shall also approve the location of buildings, including the location of garages, on the building sites on the numbered lots restricted herein in the Brook Valley Subdivision.

On the following numbered lots, shown on Map prepared by Rivers and Associates, Inc., dated August 5, 1969, and recorded in the office of the Register of Deeds of Pitt County:

Lots Nos. 107-8, 109-A, and 110-A, as shown on Map entitled Revision of Lots 107-8, 109 and 110, prepared by Rivers and Associates, Inc., dated August 5, 1969, and recorded in Map Book 19, at pages 7 and 7A, in the office of the Register of Deeds of Pitt County.

no clotheslines shall be placed or used on said lots except with the approval of the Architectural Committee and the owners of these lots shall extend to the golf players the courtesy of allowing such golfers to retrieve any and all errant golf balls which take refuge on any of these numbered lots, provided such

Page #6 - Protective and Restrictive Covenants - Brook Valley

golf balls may be located at reasonable times without damage to any flowers, shrubbery or the property in general of the owner of any such lot.

VII

No residential structure may be constructed on any of these numbered lots restricted herein unless the cost thereof shall not be 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, 1965, and, should the said Consumer Price Index have increased or decreased at the time of construction of any residence, the said figure of \$20,000.00 shall be increased or decreased by the same percentage that the Consumer Price Index shall have been decreased or increased.

VIII

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No basement, tent, shack, garage, barn or trailer shall at any time be used as a residence, temporarily or otherwise, nor shall any structure of a temporary nature be used as a residence, temporarily or permanently, and no tent, shack, barn, or other outbuilding, trailer, house trailer, or mobile home shall be erected, placed,

Page #7 - Protective and Restrictive Covenants - Brook Valley

or allowed to remain on any building plot or lot restricted by these covenants. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

IX

The premises covered by this declaration shall not be altered, leased, rented, conveyed or otherwise alienated nor shall the title or possession thereof pass to another without the written consent of Brook Valley Realty Company, Inc., or its successors, except that if such consent or disapproval is not given within thirty (30) days after written request is made, this requirement shall be deemed to be complied with. Nothing contained in this paragraph shall be deemed to require the approval of Brook Valley Realty Company, Inc. to the mortgaging of any building site or the passage of title to any mortgage foreclosure.

No garbage cans may be kept on any building site unless the same shall be placed underground in a proper garbage receptacle, and all individual purchasers from and after this date shall be required to keep their respective lots free and clear of all weeds, rubbish, debris and other matter.

XI

Adequate off-street parking shall be provided by the owners of each building site for the parking of automobiles owned by the said owners, and owners of building sites

Page #8 - Protective and Restrictive Covenants - Brook Valley

agree not to park their automobiles on the streets in the development.

XII

The agreements contained herein shall not be construed as imposing any covenants and restrictions on any property of the owners of the subdivision other than those lots to which these protective and restrictive covenants specifically apply.

XIII

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

XIV

Swimming pools, cabanas and garden or summer houses will be permitted on said lots subject to the approval of the Architectural Committee.

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.

BROOK VALLEY REALTY COMPANY, INC.

BY David A. Evans
DAVID A. EVANS, PRESIDENT

ATTEST:

John C. Proctor
JOHN C. PROCTOR, SECRETARY

NORTH CAROLINA)
)SS.
COUNTY OF PITT)

On this the 17th day of September,
1969, personally appeared before me John C. Proctor, who
being by me duly sworn, says that he knows the common seal of
Brook Valley Realty Company, Inc., and is acquainted with David
A. Evans, who is the President of said corporation, and that
he, the said John C. Proctor is the Secretary of the said
corporation, and saw the said common seal of the said
corporation affixed to said instrument by the said President
and that he, the said John C. Proctor, signed his name in
attestation of the execution of the said instrument in the
presence of said President of said corporation.

This the 17th day of September, 1969.

Margaret W. Hardee
NOTARY PUBLIC

My Commission Expires: 3-10-71

NORTH CAROLINA)
)SS.
COUNTY OF PITT)

The foregoing certificate of Margaret W. Hardee,
Notary Public in and for Pitt County, North Carolina, is adjudged
to be correct and sufficient. This the 18 day of September,
1969.

Dorothy J. Knowles, Asst.
PITT COUNTY REGISTER OF DEEDS

RECEIVED PITT CO. N.C.
REGISTER OF DEEDS
Elvira J. Alford
SEP 18 1 56 PM '69 By Dorothy J. Knowles, Asst.