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JEFF L. THIGPEN
REGISTER OF DEEDS
GUILFORD COUNTY, NC
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BROOKE MEADOWS SUBDIVISION**

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THIS DECLARATION, made this 23 day of December, 2004 by
SESSOMS DEVELOPMENT, INC., a North Carolina Corporation with its principal
office and place of business in Guilford County, North Carolina, hereinafter referred to as
the Declarant;

WITNESSETH:

Pick-up
Sessoms Development

WHEREAS, Declarant is the owner of certain property in the County of Guilford,
State of North Carolina, which is more particularly described as follows:

All of that certain parcel of land shown on that plat entitled "Brooke Meadows,"
which appears in the Office of the Register of Deeds of Guilford County, North Carolina,
in Plat Book 157, Page 141.

WHEREAS, Declarant is creating on the above-described property a planned
residential community to be known as Brooke Meadows; and

WHEREAS, Declarant desires to provide for the preservation and maintenance of
the common elements and for certain other responsibilities in connection with Brooke
Meadows and to this end desires to subject the real property described above, together
with such additions or annexed properties as may hereafter be made thereto, to the
covenants, conditions, restrictions, and easements, hereinafter set forth, each and all of
which is and are for the benefit of the property comprising Brooke Meadows and each
owner thereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described
above shall be held, sold, and conveyed subject to the following covenants, conditions,
restrictions and easements, all of which are for the purpose of protecting the value and
desirability of, and which shall run with the real property, shall be binding on all parties
having or acquiring any right, title or interest in the described property or any part
thereof, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Brooke Meadows Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and/or assigns. The Association shall not expire but shall survive in perpetuity.

SECTION 2. "Brooke Meadows" shall mean and refer to that certain real property hereinabove described which is herein made subject to this Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Elements" or "Common Area" shall mean (i) certain bermes, fencing, entrance, cemetery, septic pump line easements, special purpose lot, and landscaping easements located therein; (ii) recreational improvements and amenities located therein; and (iii) retention or detention ponds, bio-retention areas, and other improvements located therein (collectively, "Common Elements") in Brooke Meadows, including all additional phases to Brooke Meadows, and all other real property and interests in real property (including easements and open spaces) owned by the Association for the common use and enjoyment of the Owners.

Declarant reserves the right, in its sole discretion, to convey from time to time additional property to the Association, and the Association shall accept any such conveyance of additional property, and thereafter such additional property shall be held and maintained by the Association as Common Elements.

Improvements on the Common Elements may include, but shall not be limited to, landscaping, roadways, entrance and subdivision signs, recreational amenities, retention and detention ponds, bio-retention areas, offsite septic fields, erosion control devices within common areas, and adding septic easements if necessary.

SECTION 4. "Lot" shall mean any separately numbered plot of land, regardless of size, as shown on a recorded subdivision map of Brooke Meadows. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of the Owners or the Members of the Association, the boundaries of any lot or lots owned by Declarant and to thereby create additional lots, eliminate existing lots, or create additional Common Elements. If Declarant elects to exercise its right to revise the boundaries of one or more lots owned by Declarant, Declarant shall record a revised plat of the affected lot or lots. Upon the recording by Declarant of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

SECTION 5. "Dwelling Unit" shall mean a residence containing sleeping facilities for one or more persons and a kitchen.

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SECTION 6. "Member" shall mean and refer to every person or entity entitled to membership with voting rights in the Association.

SECTION 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities; of a fee simple title to any Lot which is part of Brooke Meadows, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 8. "Declarant" shall mean and refer to Sessoms Development, Inc., as well as its successors and assigns, if Declarant shall make an express conveyance to such successor or assign of its rights as Declarant hereunder, all of which rights may be assigned.

SECTION 9. "Board of Directors" or "Board" means those persons elected or appointed to act collectively as the directors of the Association.

SECTION 10. "Bylaws" shall mean the bylaws of the Association as they now or hereafter exist.

ARTICLE II

COMMON ELEMENTS OWNERSHIP AND MAINTENANCE

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT: Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities and amenities situated upon the Common Elements; and

b. the right of the Declarant, for so long as the Declarant shall continue to own and/or lease Lots, to use space in any clubhouse facility constructed as part of the the Common Elements as a sales, leasing and/or marketing office for Brooke Meadows.

SECTION 2. DELEGATION OF USE: Any Owner may delegate his rights of enjoyment of the Common Elements to the members of his family, his lessees, contract purchasers who reside in Brooke Meadows, or his guests.

SECTION 3. RULES AND REGULATIONS: The Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Elements. Such rules and regulations shall be maintained in a place reasonably convenient to the Members and available to them for inspection during normal business hours.

SECTION 4. REGULATION OF USE OF COMMON ELEMENTS: The Association shall have the power to limit the number of guests, to regulate hours of use, and to curtail any use or uses of the Common Elements it deems necessary for the best interests of Members or the protection of the facilities.

SECTION 5. SUSPENSIONS: The Association shall have the power to suspend the right to the use of any Common Elements of a Member or any person to whom that Member has delegated his right of enjoyment for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

SECTION 6. MAINTENANCE.

The Declarant may design and construct bermes along roads and boundary lines and at the entrance area of Brooke Meadows for the benefit of the lot owners. Declarant will pay the cost of construction. Declarant reserves unto itself, its successors/assigns/agents, a perpetual, alienable, and releasable easement or right to go on, over and under any bermes and the entrance area, to erect, maintain, and use suitable equipment to erect and maintain the bermes and entrance. Such rights shall not create any obligation on the part of Declarant to provide or maintain such bermes or entrance.

The Association shall be responsible for the maintenance of all Common Elements, special purpose lots, the entrance to the Subdivision and any bermes in said Subdivision, and said Association is hereby granted the right to enter upon the lots where the special purpose lot, entrance, common elements or bermes are located for the maintenance of same. Declarant reserves the right to determine whether and to what extent any additional landscaping is required on the bermes, entrance area and Common Elements.

The property owners of any such lots whereupon a berme, entrance or Private Sewer Line Access and Maintenance Easement is located shall not place any item of a permanent nature upon said berme, entrance or Private Sewer Line Access Easement which the owner does not wish to remove at owner's expense, nor shall Owner landscape a berme or entrance area without the written permission of Declarant and/or the Association. The property owner shall be responsible for any expense incurred by the Declarant and/or Association in removing any items built into or upon offsite septic pump line easements, berme or entrance by the property owner and/or repairing any damage caused to the offsite septic pump line easements, the offsite septic pump lines, a berme or entrance as a result of property owner's actions. Such cost will be added to the Owner's annual assessments and Declarant and/or the Association shall have the right to recover any such unpaid costs, together with attorney's fees, court costs and interest pursuant to Article VI, Section 9 hereinbelow.

The Association shall be responsible for the maintenance of any retention or detention ponds, bio-retention areas, and all adjoining common areas, as well as any

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erosion control devices located within common areas. With respect thereto, such maintenance will be performed in accordance with the Specifications for Grading, Storm Drainage, Erosion Control and Concrete Construction for Watershed Control Structures for Brooke Meadows Subdivision dated September 27, 2004 and the Permanent Wet Detention Pond Operation and Maintenance Manual for Brooke Meadows Subdivision dated September 27, 2004, and in accordance with the directions of the governmental office having jurisdiction for watershed protection. In addition, any amendments relating to the ownership or maintenance of any such ponds or bio-retention areas shall first be reviewed and approved by the governmental office having jurisdiction for watershed protection prior to recording.

The Association shall be responsible for the government and maintenance of all landscape easements located within Brooke Meadows Subdivision. No Owner may cut down or remove any tree located within such landscape easements, and no Owner may construct or place any permanent improvement within such landscape easements, without the prior written approval of the Association.

The Association shall be responsible for the maintenance of all fencing constructed by Declarant along bermes and within landscaping easements within Brooke Meadows Subdivision.

The Association shall be responsible for the maintenance and upkeep of all recreational improvements and amenities constructed by Declarant within Brooke Meadows Subdivision.

The Association shall be responsible for the maintenance of all Common Elements designated as special purpose lots within Brooke Meadows Subdivision, except that the maintenance of all drain lines and equipment as may be located within such Common Elements shall be the responsibility of the appropriate Owner. The Association shall also be responsible for the maintenance of all septic pump lines located within septic line maintenance easements in Brooke Meadows Subdivision.

In the event the Association is dissolved or ceases to exist or otherwise defaults in any of its maintenance obligations as hereinabove set forth, then in such event the Owners of record of the Lots at the time of the required maintenance shall be jointly and severally liable for any and all costs associated thereto.

ARTICLE III

RESTRICTIONS

All of Brooke Meadows Subdivision shall be subject to the following covenants, conditions, restrictions and easements:

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SECTION 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No mobile homes or campers shall be permitted in said subdivision unless used temporarily as a construction office and they are not to be used as living quarters. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half stories in height above ground level. No lot shall be permitted to be subdivided.

SECTION 2. DWELLING. All dwellings shall have a minimum of 2,200 square feet in the case of a one-story dwelling, and a minimum of 2,600 square feet in the case of a two-story dwelling and a two-car garage. All plans must be expressly approved in writing by Sessoms Development, Inc.

SECTION 3. BUILDING LOCATION.

a. No building shall be located on any lot except on the site approved by the Declarant by a written instrument.

b. For the purposes of this covenant, decks, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be considered to permit any portion of a building on a lot to encroach upon another lot.

c. All foundations must be brick or approved masonry veneer as approved by Sessoms Development, Inc. in writing. However, should construction building materials become scarce, Sessoms Development, Inc. may elect to approve alternate materials. Any approval for alternate materials must be made in writing and must specify the type of materials to be used.

d. All siding materials must be approved by Sessoms Development, Inc. in writing. However, should construction buildings materials become scarce, Sessoms Development, Inc. may elect to approve alternate materials. Any approval for alternate materials must be made in writing and must specify the type of materials to be used.

SECTION 4. DRIVEWAYS. All driveways shall be paved with concrete. All driveway pipe within North Carolina Department of Transportation rights-of-way must be concrete and must be a minimum of twenty (20) feet in length.

SECTION 5. EASEMENTS. Drainage easements, easements for installation and maintenance of utilities and sight easements are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through natural drainage channels. The easement area of each lot, **including, but not limited to drainage easements which are not otherwise designated as landscape easements**, shall be maintained continuously by the lot owner except for those improvements for which a public authority or utility company is responsible. Declarant shall make the final determination as to any maintenance and landscaping upon said easement.

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Sessoms Development, Inc. reserves unto itself, the Association, and its successors and/or assigns, the inalienable right to establish additional easements upon any lot or lots within the subdivision for access to and use of any emergency septic fields within the subdivision Common Elements, provided that such easement does not render such lot unsuitable for building pursuant to these Restrictions and to Guilford County ordinance.

SECTION 6. NUISANCES. No noxious or offensive 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.

SECTION 7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 8. LANDSCAPING.

a. All Lots must be landscaped within thirty (30) days after occupancy of the dwelling located thereon. The landscaping must be consistent with other homes in the Subdivision. The Declarant shall have the final decision as to whether the Lot has been landscaped in accordance with the covenants and restrictions.

b. The Declarant shall have the final decision as to whether any additional landscaping is required on any Common Elements. The Association shall be responsible for the maintenance and upkeep of the Common Elements.

c. Grading must not impede the natural flow of water from lot to lot without the express written permission of the Declarant.

d. The Lot owner is responsible for that portion of the public right-of-way connecting his/her lot to the road/street. See Section 22 "Road Maintenance" below.

SECTION 9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than six square feet advertising the property for sale or rent; however, this provision is subject to the following exceptions:

a. Signs used by the Declarant to advertise during the construction and sales period must not exceed thirty-two (32) square feet.

b. Only one Model Home shall be permitted for the development. Declarant shall make the determination as to which home will be the development's Model Home. No signs advertising model homes shall be permitted on any lot except for the lot designated by the Declarant as the development's Model Home.

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- c. Temporary "Open House" signs of not more than six square feet shall be permitted to be displayed on the day or days such open house shall be held, but shall be removed when the open house is not being conducted.

SECTION 10. USE OF PROPERTY. No lot or the building thereon shall be used for business, manufacturing, or commercial purposes, nor shall any animals or fowl be kept or allowed to remain on said property for commercial or breeding purposes, or which create a nuisance or annoyance to any lot owners.

SECTION 11. GARBAGE RECEPTACLES. No property within this subdivision shall be used or maintained as a dumping ground for rubbish, trash, or other waste, nor shall yard waste be dumped upon any vacant lots. All waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean sanitary condition. The Declarant or its agent shall have the right to enter upon any lot or area to remove such waste or cut and remove any grass, weeds, trees, etc., on any lot or area deemed by public authority or the Declarant or its agent, to be unsightly. If the Declarant performs the work to comply with this restriction, then the cost shall be borne by the lot owner and the cost shall be a lien upon the lot until paid as hereinafter set forth.

SECTION 12. OUTSIDE ANTENNAS. Except for "dish" antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, eighteen inches (18") or less in diameter, antennas designed to receive video programming services via MMDS (wireless cable) and antennas designed to receive television broadcast signals, no outside antennas or satellite dishes and no free standing transmission or receiving towers shall be erected on any Lot without the prior written permission of the Declarant. Except as may be otherwise reasonably required in order to receive the intended signal, any antenna or satellite dish erected on any Lot shall be affixed to the dwelling, shall be a color which blends with its surrounds, shall have a mast only as high as reasonably necessary to receive the intended signal and shall not be visible from any street.

SECTION 13. FENCES. All fencing shall be of shadow box design, six (6) feet in height, constructed of treated pine with only clear (not natural) stains (no painting), and placed only in locations as shall be approved in writing by the Declarant.

SECTION 14. EXTERIOR PAINT COLORS. All exterior colors must be approved in writing by the Declarant.

SECTION 15. BOATS, TRAILERS, TRACTOR-TRAILERS, MOTOR/MOBILE HOMES. No trailers, tractor-trailers, motor homes or mobile homes, or inoperable, uninsured, unlicensed vehicles shall be parked on or in front of any lot unless parked inside an enclosed garage area. All cars or other vehicles must be

parked in the garage or on the driveway. Any vehicle parked in the driveway must be licensed, insured and operable.

SECTION 16. MAILBOXES. All mailboxes and posts must be uniform in design and color. Contact Sessoms Development, Inc. for the mailbox and post design.

SECTION 17. SWIMMING POOLS. No swimming pools shall be placed or built on any Lot without the prior written approval of the Declarant. All plans and designs for swimming pools shall be submitted to the Declarant for written approval prior to construction. NO ABOVE-GROUND SWIMMING POOLS shall be permitted to be placed on any lot.

SECTION 18. UTILITY BUILDINGS, OUTBUILDINGS, SHEDS. Anyone desiring to place a utility building, shed or other outbuilding on a Lot must meet with the Declarant to obtain the Declarant's express written approval of the location and design of such outbuilding. Declarant's written approval must be obtained prior to placing, erecting, or altering an outbuilding on any lot. **All outbuildings must be constructed with substantially the same material and with the same colors as the house on said lot.** No pre-fabricated outbuildings shall be permitted within Brooke Meadows Subdivision.

SECTION 19. TRAMPOLINES. No trampolines shall be placed upon any Lot unless shielded from all views.

SECTION 20. PLAY SETS, SWING SETS, JUNGLE GYMS, PLAY HOUSES. No play sets, swing sets, jungle gyms, play houses or similar items shall be placed or built on any Lot without the prior written approval of the Declarant.

SECTION 21. PROPANE TANKS. Any propane tanks or other storage tanks must be buried underground and the site must be properly landscaped in accordance with this Declaration. Neither Developer, its subsidiaries, agents or assigns shall be held liable in any manner for any defects in the tank, site preparation, use or otherwise.

SECTION 22. ROAD MAINTENANCE. All streets within the subdivision that have been or will be built by the Developer are constructed and designed to meet North Carolina Department of Transportation (D.O.T.) Standards in order that said streets may be petitioned by the Developer for acceptance into the NC D.O.T. maintenance program once required occupancy levels are reached. Developer shall maintain street pavement until such time that Developer petitions for D.O.T. maintenance and the streets are acquired by NC D.O.T. for maintenance. Under no circumstances shall such agreement to maintain said pavement prohibit the Developer from seeking legal action to collect for damages to pavement or rights-of-way caused by negligence or willful destruction of others.

All lot owners shall follow NC D.O.T. guidelines in the maintenance of the portion of street right-of-way that connects their lot to the paved street, including but not

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limited to keeping that portion of their lot in the right-of-way free of unauthorized landscaping, filling, grading, debris, objects and/or materials. All lot owners shall immediately comply with any requests made by Developer on behalf of NC D.O.T. in order to get the streets accepted by NC D.O.T. for maintenance.

Should any lot owner fail or refuse to comply with the Developer's requests for removal of objects or improper landscaping, filling or grading within the right-of-way within the prescribed time established by Developer in a written request to the lot owner, Developer then reserves the right to remove said items or repair the landscaping, filling or grading to its original condition and shall place a lien on said property for all expenses incurred, including legal fees.

Should any lot owner or owners interfere with Developer's petition for NC D.O.T. road maintenance, or should they in any way obstruct the acceptance of the roads into the State road system, said owner or owners shall be liable for any and all expenses incurred by Developer, its successors and/or assigns, for court costs, attorneys fees, road maintenance expenses, and any other damages caused by such interference and/or obstruction. Furthermore, said owner or owners, their successors and/or assigns, shall thereafter be fully responsible for continuing road maintenance until such time as the roads are accepted by NC D.O.T. for maintenance.

ARTICLE IV

ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL COMMITTEE. An Architectural Committee consisting of three (3) or more persons shall be appointed (including their replacements) by the Declarant to review building/development plans and initial construction. At such time as construction has been completed on Dwellings on all Lots, or following notice in writing by Declarant or Declarant's personal representative (as that term is defined in the North Carolina General Statutes) that Declarant is unwilling or unable to perform such function, the Committee shall be appointed by the Board of Directors of the Association.

SECTION 2. PURPOSE. The Architectural Committee shall have sole discretion to regulate the external design, appearance, use, location and the orientation on the site of all initial construction and subsequent additions to all Lots and of improvements thereon, including but not limited to landscaping and exterior finishes and colors, in such a manner so as to preserve and enhance economic, aesthetic and environmental values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 3. PLAN OR DESIGN APPROVAL.

(a) **APPROVAL OF INITIAL IMPROVEMENTS REQUIRED BY SESSOMS DEVELOPMENT, INC.** No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, Dwelling Units, outbuildings, driveways, fences, walls, swimming pools, tennis courts, signs, television antennas, mailboxes, post lamps and other structures, or additions, or excavation, or changes in grade shall be undertaken upon any Lot unless the plans and specifications therefor, showing the nature, kind, shape, height, materials, and location of the proposed improvements shall have been submitted to and expressly approved in writing by Sessoms Development, Inc. No approval shall be required, however, for any improvements made by the Declarant.

After the date of the completion of the initial improvements to a Lot (which is herein defined as being the date of the first occupancy of the Dwelling Unit initially constructed on the Lot), plans and specifications for subsequent improvements shall be submitted for approval to the Architectural Committee, as herein provided in subparagraph (b) below, rather than to Sessoms Development, Inc.

In the event of the dissolution of Sessoms Development, Inc. or its failure to act in the capacity herein provided, then at any time hereafter any approval as herein required to be obtained from Sessoms Development, Inc. shall be obtained by the Architectural Committee as herein provided in subparagraph (b) below.

Sessoms Development, Inc. reserves the right, at its discretion, to retain full power and authorization to approve the initial dwelling on lots not built upon at the time the Association obtains control of the Covenants and Restrictions. Sessoms Development, Inc. specifically and definitively reserves the right to have exclusive authority, at its discretion, to approve Dwellings on Lots owned by it at the time the Covenants are turned over to the Association, free and clear from authority by the Architectural Committee or the Association.

(b) **APPROVAL REQUIRED FROM ARCHITECTURAL COMMITTEE AFTER COMPLETION OF INITIAL IMPROVEMENTS.** After the date of the completion of the initial improvements to a Lot (as defined in (a) above), no subsequent alteration or modification of existing improvements or construction, erection or installation of additional improvements may be undertaken or allowed to remain without the review and express approval in writing of the Architectural Committee.

SECTION 4. EFFECT OF FAILURE TO APPROVE OR DISAPPROVE.

In the event that Sessoms Development, Inc. or the Architectural Committee, as the case may be, fails to approve or disapprove any of the foregoing within thirty (30) days after plans and specifications therefor have been submitted and received (receipt being hereinafter defined), approval will not be required, and the requirements of this Article shall be deemed to have been fully satisfied; provided, that the plans and specifications

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required to be submitted shall not be deemed to have been received by an officer of Sessoms Development, Inc. or the Architectural Committee, as the case may be, if they contain erroneous data or fail to present full and adequate information upon which Sessoms Development, Inc. or the Architectural Committee, as the case may be, can arrive at a decision.

For purposes of this Section 3, plans and specifications will not be deemed to have been "received" unless an officer of Sessoms Development, Inc. or a member of the Architectural Committee, as the case may be, either acknowledges in writing such receipt or the plans and specifications are sent by certified or registered mail to Sessoms Development, Inc. or a member of the Architectural Committee, as the case may be, and a return receipt is received acknowledging the receipt thereof by such member. *

Neither Declarant, nor any member or manager of the Declarant, nor any member of the Association's Board of Directors, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by them, nor for any structural defects done according to such plans or specifications. Further, neither Declarant, nor any member or manager of the Declarant, nor any member of the Association's Board of Directors, nor any member of the Architectural Committee, shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right provided for in this Declaration. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he or she will not bring any action or suit against Declarant, nor any member or manager of the Declarant, nor Sessoms Development, Inc. or its subsidiaries, nor any member of the Association's Board of Directors or Architectural Committee, to recover any such damage.

SECTION 5. RIGHT OF INSPECTION. Declarant, its agents or assigns, shall have the right, at its election, to enter upon any of the Lots in Brooke Meadows during preparation, construction, erection, or installation of any improvements to determine that such work is being performed in conformity with the approved plans and specifications. If such work is not being performed in conformity with the approved plans and specifications, such work shall immediately cease upon verbal or written notice by Declarant, and shall either be removed, replaced or repaired so as to conform to the approved plans and specifications or new plans and specifications shall be submitted to Declarant for approval and no work shall commence until such approval is expressly made in writing by Declarant.

SECTION 6. MAINTENANCE. The maintenance of Lots and the Dwelling Units located thereon and other improvements constructed thereon shall be the duty and responsibility of the Owner of such Lot and shall not be the responsibility of Declarant or the Association. If, however, in the opinion of Declarant or the Architectural Committee or the Association any Owner shall fail to discharge his or her repair, maintenance or

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upkeep responsibilities in a responsible and prudent manner to a standard harmonious with that of other Lots in Brooke Meadows, the Declarant, Architectural Committee or Association, at its discretion, and following ten (10) days' written notice to the Owner, may enter upon and make or cause to be made maintenance work or repairs as may be deemed by said persons to be reasonably required. Declarant, Architectural Committee or the Association, shall have an easement upon any lot for the purpose of accomplishing the foregoing. The costs incurred in rendering such services plus a service charge of twenty percent (20%) of such costs, shall be added to and become a part of the assessments to which such Lot is subject.

SECTION 7. ORIGINAL IMPROVEMENTS BY DECLARANT. Nothing herein contained shall in any way prevent or interfere with the right of the Declarant or a member of the Declarant to construct the original improvements desired by them on any Lot, and no approval shall be required for Sessoms Development, Inc. or the Architectural Committee for any such construction.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERS. The Declarant, for so long as it shall be an Owner, and every person or entity who is an Owner of a fee simple or undivided fee simple interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Association may promulgate reasonable rules relating to the proof of ownership of a Lot.

SECTION 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners (other than Declarant). Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration), which shall be entitled to a fifty-one percent (51%) voting interest in the Association. The Class B membership shall cease when the Declarant no longer owns any Lots within Brooke Meadows Subdivision.

ARTICLE VI

ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Owner of any Lot subject to the provisions of this Declaration, by acceptance of a deed therefor, whether or not expressed in any such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges as herein provided;
- (b) Special assessments for capital improvements, such assessments to be fixed, established, and, collected from time to time as hereinafter provided; and
- (c) To the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Elements, and a pro rata share of assessments for public improvements to or for the benefit of the Common Elements if the Association shall default in the payment of either or both for a period of six (6) months.

All annual and special assessments on a Lot, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs, and reasonable attorney's fees (as provided in North Carolina General Statutes 6-21.2) incurred by the Association in collecting delinquent assessments shall also be the personal obligation of the person or entity who was the owner of such Lot at the time when the assessment became due. The personal obligation of any Owner for delinquent assessments shall not pass to his successors or assigns in title unless expressly assumed by such successor or assign.

SECTION 2. PURPOSE OF ASSESSMENTS.

- (a) The assessments levied by the Association shall be used exclusively for the purposes of the general enhancement and promotion of Brooke Meadows, including without limitation the recreation, health, safety and welfare of the Owners in Brooke Meadows, the enforcement of these covenants and the rules of the Association, and in particular, the improvement and maintenance of the Common Elements, including, without limitation, the maintenance of any dedicated streets which are not accepted for maintenance by the appropriate governmental authority, the maintenance of entrance ways, landscaping and lighting of Common Elements, the cost of operating, maintaining and repairing any offsite septic pump lines, street light or signs created by the Association or the Declarant, the costs of operating, maintaining and repairing the swim and tennis improvements and amenities constructed upon the Common Elements, the payment of taxes assessed against the Common Elements, the payment of assessments for public capital improvements levied against the Common Elements, the maintenance of liability and other insurance and for such other needs consistent with this Declaration as

may arise, the employment of attorneys and other agents to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements, the payment of management fees and such other needs as may arise. In addition, the assessments shall be used as required or deemed appropriate by the Association for the repair and/or maintenance of the permanent wet detention or retention ponds and bio-retention areas. Repairs and maintenance shall include, but not be limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision. Assessments shall also provide for the procurement and maintenance of insurance in accordance with the By-Laws of the Association, the provision of adequate reserves for the replacement of major structures incorporated into the permanent wet detention or retention ponds, and such other needs as may arise.

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing Brooke Meadows, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessments are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When an Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of Brooke Meadows.

SECTION 3. ANNUAL ASSESSMENT.

(a) To and including December 31, 2004, the annual assessment for each Lot shall be \$600.00 and shall be collected annually at the time of the conveyance of each Lot to the first homeowner. There shall be no assessment for any Lot owned by Declarant. Thereafter, the maximum annual assessment shall be established by the Board of Directors as an amount reasonably and prudently necessary to fund the Association's performance of its duties under this Declaration, under any agreement to which the Association is a party, and under any applicable law. The maximum annual assessment may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year; and

(b) After December 31, 2004, the annual assessment may be increased without limit by the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting called for such purpose.

(c) At any time the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENT FOR REPAIRS. In the event any portion of the Common Elements is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or family members, the Association is hereby authorized to repair such damaged area in a good and workmanlike manner. The amount necessary for such repairs, labor and material including a twenty percent (20%) fee, shall become a special assessment upon the Lot of said Owner.

SECTION 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy one or more special assessments applicable to that year for the purpose of defraying the costs of construction or reconstruction, unexpected repair, or replacement of a capital improvement upon the Common Elements, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Without limiting the foregoing, the Association may levy special assessments that may be necessary to defray costs necessary to maintain the water quality of any ponds on the Common Elements.

SECTION 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 5 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and no quorum shall be required at the subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Assessments authorized by this Declaration shall be due and payable on the dates established by the Board of Directors from time to time. Fees, fines, and other charges authorized by this Declaration shall be due and payable thirty (30) days after written notice thereof from the Association to an Owner. Any Assessment, fee, fine, or other charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner

as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust. Interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Elements or abandonment of his Lot, nor shall damage to or destruction of any improvement on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided herein.

SECTION 8. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY

ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any assessments for public improvements or ad valorem taxes levied against the Common Elements, which default shall continue for a period of six (6) months, each Lot Owner in Brooke Meadows shall become personally obligated to pay the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in Brooke Meadows. If such sum is not paid by the Lot Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES AND AD VALOREM TAXES. The lien of the assessments provided for herein on any Lot shall be subordinate to the lien of any first mortgage or first deed of trust on such Lot, and subordinate to ad valorem taxes. The sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot pursuant to a decree of foreclosure on a first mortgage or first deed of trust thereon or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments, fees, fines or other charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments, fees, fines or other charges thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

SECTION 10. EXEMPT PROPERTY. Any portion of Brooke Meadows dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein; provided, however no land or improvements devoted to use as a Dwelling shall be exempt from said assessments.

SECTION 11. RESERVE FUND. The Board of Directors of the Association, in establishing the annual budget for operation, management and maintenance of Brooke Meadows, may designate therein a sum to be collected and maintained as a reserve fund for replacement or any extraordinary repairs or maintenance of any capital improvements

to the Common Elements (Capital Improvement Fund). The amount to be allocated to the Capital Improvement Fund shall be established by the Board of Directors so as to collect and maintain a sum reasonably necessary to anticipate the need for replacements or extraordinary repairs or maintenance in the Common Elements. The amount collected for the Capital Improvement Fund may be maintained in a separate account by the Association and such money shall be used only to make capital improvements to the Common Elements. Any interest earned on monies in the Capital Improvement Fund may, in the discretion of the Board of Directors of the Association, be expended for current operation and maintenance. Although the funds held in the Capital Improvement Fund, and any increments thereto or profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. The funds held in the Capital Improvement Fund shall not be subject to withdrawal by an Owner.

SECTION 12. INITIAL WORKING CAPITAL CONTRIBUTION. At the time of the closing on the sale of each Lot to the first homeowner, either by Declarant, a builder, or by any subsequent Owner, the sum of Two Hundred Fifty (\$250.00) Dollars for such Lot shall be paid to the Association as initial working capital. Such funds shall be used by the Association to establish a working capital fund, the purpose of which is to insure that the Association will have sufficient monies available to meet its initial operational needs. No such payments made into the working capital fund shall be considered an advance or current payment of regular assessments. All monies paid into the working capital fund shall be held and administered by the Association in accordance with the terms of this Declaration and the Bylaws.

ARTICLE VII

EASEMENTS

SECTION 1. WALKS, DRIVES, UTILITIES, ETC. Common Elements shall be subject to such easements for walkways, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines and cables, and other utilities, ingress, egress and regress and otherwise as shall have been established or hereinafter are established by the Declarant, whether by express easement or by the recording of a plat dedication or otherwise establishing an easement. The Association, and the Declarant so long as it owns a Lot in Brooke Meadows, shall have the power and authority to grant and establish further easements upon, over, under and across the Common Elements.

SECTION 2. EASEMENTS RESERVED BY DECLARANT. Declarant hereby reserves such easements on, across and over the Common Elements as shall be reasonably necessary for (i) the exercise by Declarant of any right herein reserved, including, without limitation, Declarant's right, should Declarant elect, to annex additional property and (ii) the development by Declarant, its successors and assigns, of additional property, should Declarant elect not to annex the additional property,

including, without limitation, easements for ingress, egress and regress over private roads and streets now or hereafter erected in Brooke Meadows and easements for the use of all utility lines, fixtures and/or their connections located within the Common Elements for the purpose of providing water, light, power, telephone, sewage and sanitary service to the additional properties.

Declarant further reserves unto itself, its successors and assigns, and its agents, a perpetual, alienable, and releasable easement or right to go on, over and under any bermes and the entrance area, to erect, maintain, and use suitable equipment to erect and maintain the bermes and entrance. Such rights shall not create any obligation on the part of the Developer to provide or maintain such bermes or entrance.

Declarant reserves unto itself, the Homeowners Association, and its successors and/or assigns, the perpetual and inalienable right to establish additional easements upon any Lot or Lots within the subdivision for access to and use of any emergency septic fields within the subdivision Common Elements, provided that such easement does not render such Lot unsuitable for building pursuant to these Restrictions and to Guilford County ordinances.

SECTION 3. EASEMENT FOR GOVERNMENTAL BODIES AND UTILITY COMPANIES. An easement is hereby established for county, municipal, state or public utilities serving Brooke Meadows, their agents and employees over all Common Elements hereby or hereafter established for setting, removing, and reading utility meters, maintaining and replacing utility or drainage facilities and connections, and acting with other purposes consistent with the public safety and welfare, including, without limitation, police and fire protection and collection of garbage.

SECTION 4. SIGN EASEMENTS. Declarant and the Association shall each have the right to erect within the Common Elements subdivision signs and landscaping and lighting surrounding same. Declarant hereby reserves unto itself and grants, gives and conveys to the Architectural Committee and the Association a perpetual, non-exclusive easement over the portions of Lots to maintain, repair, and replace the subdivision signs which may be located thereon, and the lighting fixtures and landscaping surrounding same. The Association shall be responsible for maintaining, repairing and replacing any such signs, landscaping and lighting and the costs of such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners. In addition to the easements reserved and granted above as to the portion of Lots designated "sign easement," Declarant hereby reserves unto itself and gives, grants and conveys to the Association the right of ingress, egress and regress over other portions of such Lots as shall be reasonably necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Property.

ARTICLE VIII

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS.

"Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Board of Directors of the Association, such financial statement or report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendments to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association.

(c) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER.

Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, Association, Architectural Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The non-compliant Lot Owner shall be assessed interest at the maximum legal rate, attorney's fees and court costs should legal action be taken. Failure by the Declarant, Association, Architectural Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any Lot Owner fail to comply with these Declarations following ten days written notice by Declarant, the Architectural Committee or the Association, Declarant, the Committee members or a member of the Board of Directors have an easement to and may enter upon any Lot to make or cause to be made such work or repairs to create compliance with these Declarations. The costs incurred for such work plus a service charge of twenty percent (20%) of such costs, shall be added to and become a part of the assessments to which such Lot is subject.

SECTION 2. TERM AND AMENDMENT BY OWNERS. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated or amended as hereafter provided. Prior to the sale of any Lot by the Declarant, this Declaration may be amended or revoked by Declarant in its sole discretion. After the sale of Lots commences, this Declaration may be amended by an instrument signed by the Declarant and not less than sixty-seven percent (67%) of the Lot Owners. No amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant, and no amendment relating to the maintenance or ownership of any permanent wet detention or retention ponds, rock check dams or diversion berms shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection and no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements or affect any lien for the payment thereof established herein.

SECTION 3. ANNEXATION. Additional residential property and Common Elements may be annexed to the Properties by Declarant.

SECTION 4. CONFLICTS. In the event of any irreconcilable conflict between this Declaration and the Bylaws of the Association, the provisions of this Declaration shall control. In the event of an irreconcilable conflict between this Declaration or the

Bylaws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

SECTION 5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

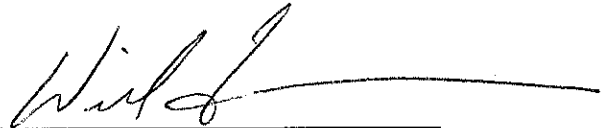
SECTION 6. MINOR VIOLATIONS. Minor violations of these covenants may be waived by Declarant or the Association or their agent or successors or assigns, by written instrument.

SECTION 7. INTERPRETATIONS OF THESE COVENANTS. DECLARANT, ITS SUCCESSORS AND/OR ASSIGNS SHALL MAKE ALL FINAL INTERPRETATIONS AS TO THE MEANING AND INTENT OF THESE COVENANTS.

SECTION 8. CONTRACT RIGHTS OF ASSOCIATION. The undertakings and contracts authorized by the initial Board of Directors (including contracts for the management of Brooke Meadows) shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after recording of this Declaration, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws.

IN WITNESS WHEREOF, the undersigned Declarant herein has caused this Declaration to be duly executed this the 23 day of December, 2004.

SESSOMS DEVELOPMENT, INC.

BY: 
William Todd Monroe, President

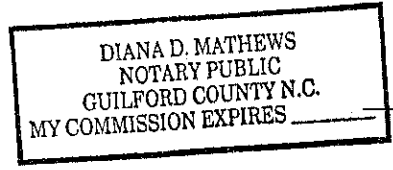
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NORTH CAROLINA

GUILFORD COUNTY

I, DIANA D. MATHEWS, a Notary Public, do hereby certify that William Todd Monroe personally appeared before me and acknowledged that he is President of Sessoms Development, Inc., a North Carolina Corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed by him in its name on behalf of the corporation.

WITNESS my hand and seal this 23 day of December, 2004.



Diana D Mathews
Notary Public

My Commission Expires:

3/31/09

002058



JEFF L. THIGPEN, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Diana D Mathews

Notary (Notaries) is (are) certified to be correct, this 1-04-05

JEFF L. THIGPEN, REGISTER OF DEEDS

By: [Signature]
Deputy - Assistant Register of Deeds

* * * * *

This certification sheet is a vital part of your recorded document.
Please retain with original document and submit when re-recording.

RECORDED - 049929
JEFF L. THIGPEN
REGISTER OF DEEDS
GUILFORD COUNTY, NC
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02/03/2006 GUILFORD CO. NC
1 MISC DOCUMENTS 49929 \$12.00
4 MISC DOC ADDN PGS \$12.00
1 PROBATE FEE \$2.00

**FIRST SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ANNEXATION OF
BROOKE MEADOWS, SECTION 2, PHASE ONE**

Drawn By: Harold W. Beavers, Esq.

plus Sessoms Development

5 *AK*
**THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ANNEXATION OF BROOKE
MEADOWS, SECTION 2, PHASE ONE**, is made on the date hereinafter set forth by
Sessoms Development, Inc., a corporation existing under the laws of the State of North
Carolina, hereinafter referred to as "Declarant", and consented to by SunTrust Bank,
successor by merger to Central Carolina Bank, a division of National Bank of Commerce,
as holder of the existing loan secured by the deed of trust on the "Section 2, Phase One
Subject Property" (as that term is hereinafter defined), and Southland Associates, Inc., as
Trustee under the Deed of Trust recorded in Book 6122, Page 1669, Guilford County
Registry.

WITNESSETH:

WHEREAS, Declarant recorded the Declaration of Covenants, Conditions and
Restrictions for Brooke Meadows Subdivision in Book 6235, Page 2035 of the Guilford
County Registry, hereinafter referred to as the "Declaration", with said Declaration
encompassing all of Section 1 of the Brooke Meadows Subdivision, plats of which were
recorded in Plat Book 157, Pages 141, 142, 143, and 144 of the Guilford County
Registry; and

WHEREAS, the Declaration provides in Article IX, Section 3 thereof that the
Declarant may supplement the Declaration by annexing additional property thereto; and

WHEREAS, Declarant now desires to supplement the Declaration to annex all the
properties to be known as Section 2, Phase One of the Brooke Meadows Subdivision.

NOW, THEREFORE, Declarant hereby supplements said Declaration and
declares that all the properties to be known as Section 2, Phase One of the Brooke
Meadows Subdivision, more particularly described as being all of the property so

001183

designated and recorded in Plat Book _____, Pages _____, _____, and _____ of the Guilford County Registry, hereinafter referred to as the "Section 2, Phase One Subject Property", shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as recorded in the Declaration, 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 said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. By accepting the deed to any portion of such property, the owners thereto agree to abide by all of said covenants, conditions and restrictions, including their agreement to pay any assessments levied pursuant thereto.

IN ADDITION to the easements, restrictions, covenants and conditions as set forth in Declaration, the Declarant hereby imposes the following provisions with respect to the Section 2, Phase One Subject Property only:

1. The last two (2) paragraphs of Article II, Section 6 of the Declaration are deleted in their entirety, and in their place and stead is substituted the following:

"Overby Septic has been contracted to maintain the offsite septic systems within the Section 2, Phase One Subject Property. Overby Septic warrants the septic systems for one year from date of installation. Thereafter, the owner of the lot which is served by the system is responsible for any and all repairs to the system. The Association must maintain a contract with Overby Septic during the one year warranty period. Should the Association terminate the contract with Overby Septic, then said warranty shall be null and void. The Association must maintain a contract for maintenance of the offsite septic systems with a subsurface water certified operator at all times. The Association shall remain responsible for the landscaping and ground maintenance of the Common Area. The Association shall be responsible for any needed repair of the offsite septic pump lines located within septic pump line easements throughout the Section 2, Phase One Subject Property.

In the event the Association is dissolved or ceases to exist or otherwise defaults in any of its maintenance obligations as hereinabove set forth, then in such event the Owners of record of the Lots at the time of the required maintenance shall be jointly and severally liable for any and all costs associated therewith."

Except as herein specifically revised, Article II, Section 6 of the Declaration shall remain in full force and effect.

2. Article VI, Section 3 of the Declaration is revised to provide that annual assessments shall commence at the time of the conveyance of each Lot by Declarant. Except as herein specifically revised, Article VI, Section 3 of the Declaration shall remain in full force and effect.

481100

This First Supplement shall be treated as an expansion of the tracts subjected to the above-referenced Declaration, and the Declarant will convey the "Common Elements" (as that term is defined in the Declaration) within the Section 2, Phase One Subject Property to the Brooke Meadows Homeowners Association, Inc. prior to or simultaneously with the conveyance of the first Lot in such phase.

Except as specifically modified and amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized President as of the ____ day of January, 2006.

SESSOMS DEVELOPMENT, INC.

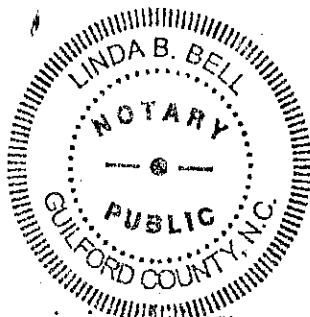
BY:



William Todd Monroe, President

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Linda B. Bell, a Notary Public in and for said County and State, do hereby certify that on this 20th day of January, 2006, before me personally appeared William Todd Monroe, President of Sessoms Development, Inc., a North Carolina corporation, personally known to me, or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that by authority duly given and as the act of the corporation he signed it voluntarily for its stated purpose.




Notary Public

Linda B. Bell
Printed Name of Notary Public

My commission expires:

My Commission Expires August 21, 2010

CONSENT

001185

SUNTRUST BANK, successor by merger to Central Carolina Bank, a division of National Bank of Commerce, as the holder of the existing loan secured by the deed of trust on the Section 2, Phase One Subject Property, and SOUTHLAND ASSOCIATES, INC., as Trustee under the Deed of Trust recorded in Book 6122, Page 1669, of the Guilford County Registry, join in the execution of this instrument for the purpose of subjecting the aforesaid Deed of Trust to the terms and provisions of this First Supplement to Declaration of Covenants, Conditions and Restrictions for Annexation of Brooke Meadows, Section 2, Phase One.

SUNTRUST BANK

SOUTHLAND ASSOCIATES, INC.,
Trustee

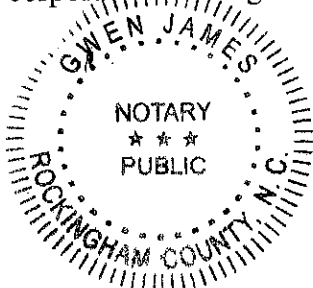
By: Georgianne D. Wyrick
Vice President

By: Mary A. R...
Vice President

STATE OF North Carolina

COUNTY OF Rockingham

I, Gwen James, a Notary Public in and for said County and State, do hereby certify that on this 15th day of February, 2006, before me personally appeared Georgianne Wyrick, Vice President of SUNTRUST BANK, a corporation, personally known to me, or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that by authority duly given and as the act of the corporation s/he signed it voluntarily for its stated purpose.



Gwen James
Notary Public

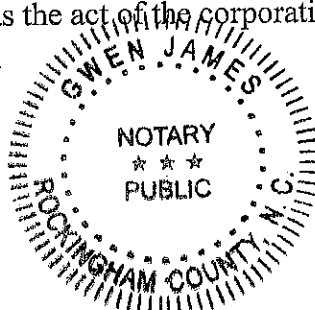
Gwen James
Printed Name of Notary Public

My commission expires:

8/8/09

STATE OF North Carolina
COUNTY OF Rockingham

I, Gwen James, a Notary Public in and for said County and State, do hereby certify that on this 1st day of February, 2006, before me personally appeared Mary Ries, Vice President of SOUTHLAND ASSOCIATES, INC., Trustee, a corporation, personally known to me, or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that by authority duly given and as the act of the corporation s/he signed it voluntarily for its stated purpose.



Gwen James
Notary Public

Gwen James
Printed Name of Notary Public

My commission expires:

8/8/09

001187

RECORDED - 049930
JEFF L. THIGPEN
REGISTER OF DEEDS
GUILFORD COUNTY, NC
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1 MISC DOCUMENTS	49930	\$12.00
5 MISC DOC ADDN PGS		\$15.00
1 PROBATE FEE		\$2.00

**SECOND SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ANNEXATION OF
BROOKE MEADOWS, SECTION 2, PHASE TWO – A.K.A. BROCK CREEK**

Drawn By: Harold W. Beavers, Esq.

plus Sessoms Development

6 pgs
**THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ANNEXATION OF BROOKE
MEADOWS, SECTION 2, PHASE TWO – A.K.A. BROCK CREEK**, is made on the
date hereinafter set forth by Sessoms Development, Inc., a corporation existing under the
laws of the State of North Carolina, hereinafter referred to as “Declarant”, and consented
to by SunTrust Bank, successor by merger to Central Carolina Bank, a division of
National Bank of Commerce, as holder of the existing loan secured by the deed of trust
on the “Section 2, Phase Two Subject Property” (as that term is hereinafter defined), and
Southland Associates, Inc., as Trustee under the Deed of Trust recorded in Book 6122,
Page 1669, Guilford County Registry.

WITNESSETH:

WHEREAS, Declarant recorded the Declaration of Covenants, Conditions and
Restrictions for Brooke Meadows Subdivision in Book 6235, Page 2035 of the Guilford
County Registry, hereinafter referred to as the “Declaration”, with said Declaration
encompassing all of Section 1 of the Brooke Meadows Subdivision, plats of which were
recorded in Plat Book 157, Pages 141, 142, 143, and 144 of the Guilford County
Registry; and

WHEREAS, the Declaration provides in Article IX, Section 3 thereof that the
Declarant may supplement the Declaration by annexing additional property thereto; and

WHEREAS, Declarant now desires to supplement the Declaration to annex all the
properties to be known as Section 2, Phase Two of the Brooke Meadows Subdivision –
a.k.a. Brock Creek.

NOW, THEREFORE, Declarant hereby supplements said Declaration and
declares that all the properties to be known as Section 2, Phase Two of the Brooke

Meadows Subdivision, a.k.a. Brock Creek, more particularly described as being all of the property so designated and recorded in Plat Book _____, Pages _____ and _____ of the Guilford County Registry, hereinafter referred to as the "Section 2, Phase Two Subject Property", shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as recorded in the Declaration, 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 said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. By accepting the deed to any portion of such property, the owners thereto agree to abide by all of said covenants, conditions and restrictions, including their agreement to pay any assessments levied pursuant thereto.

IN ADDITION to the easements, restrictions, covenants and conditions as set forth in Declaration, the Declarant hereby imposes the following provisions with respect to the Section 2, Phase Two Subject Property only:

1. The last two (2) paragraphs of Article II, Section 6 of the Declaration are deleted in their entirety, and in their place and stead is substituted the following:

"Overby Septic has been contracted to maintain the offsite septic systems within the Section 2, Phase One Subject Property. Overby Septic warrants the septic systems for one year from date of installation. Thereafter, the owner of the lot which is served by the system is responsible for any and all repairs to the system. The Association must maintain a contract with Overby Septic during the one year warranty period. Should the Association terminate the contract with Overby Septic, then said warranty shall be null and void. The Association must maintain a contract for maintenance of the offsite septic systems with a subsurface water certified operator at all times. The Association shall remain responsible for the landscaping and ground maintenance of the Common Area. The Association shall be responsible for any needed repair of the offsite septic pump lines located within septic pump line easements throughout the Section 2, Phase One Subject Property.

In the event the Association is dissolved or ceases to exist or otherwise defaults in any of its maintenance obligations as hereinabove set forth, then in such event the Owners of record of the Lots at the time of the required maintenance shall be jointly and severally liable for any and all costs associated therewith."

Except as herein specifically revised, Article II, Section 6 of the Declaration shall remain in full force and effect.

2. Article III, Section 2 of the Declaration is revised to provide that all dwellings shall have a minimum of 2,400 square feet in the case of a one-story dwelling, and a minimum of 2,800 square feet in the case of a two-story dwelling and a two-car garage.

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Except as herein specifically revised, Article III, Section 2 of the Declaration shall remain in full force and effect.

3. Article III, Section 3(d) of the Declaration is deleted in its entirety, and in its place and stead is substituted the following:

“d. All buildings must be constructed with brick or Hardi-Plank siding, unless otherwise expressly approved in writing by Declarant in advance. In addition, all building plans and materials must be approved in advance by Declarant in writing.”

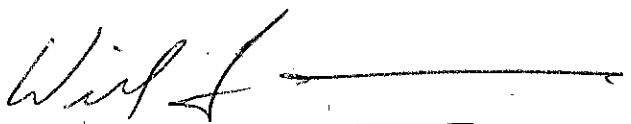
4. Article VI, Section 3 of the Declaration is revised to provide that annual assessments shall commence at the time of the conveyance of each Lot by Declarant. Except as herein specifically revised, Article VI, Section 3 of the Declaration shall remain in full force and effect.

This Second Supplement shall be treated as an expansion of the tracts subjected to the above-referenced Declaration, and the Declarant will convey the “Common Elements” (as that term is defined in the Declaration) within the Section 2, Phase Two Subject Property to the Brooke Meadows Homeowners Association, Inc. prior to or simultaneously with the conveyance of the first Lot in such phase.

Except as specifically modified and amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized President as of the ____ day of January, 2006.

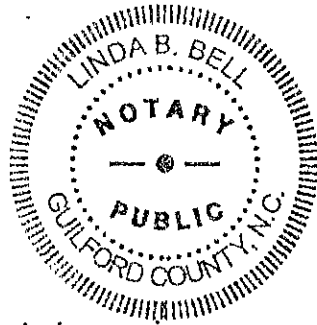
SESSOMS DEVELOPMENT, INC.

BY: 
William Todd Monroe, President

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Linda B. Bell, a Notary Public in and for said County and State, do hereby certify that on this 20th day of January, 2006, before me personally appeared William Todd Monroe, President of Sessoms Development, Inc., a North Carolina corporation, personally known to me, or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that by authority duly given and as the act of the corporation he signed it voluntarily for its stated purpose.



Linda B. Bell
Notary Public

Linda B. Bell
Printed Name of Notary Public

My commission expires:

My Commission Expires August 21, 2010

CONSENT

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SUNTRUST BANK, successor by merger to Central Carolina Bank, a division of National Bank of Commerce, as the holder of the existing loan secured by the deed of trust on the Section 2, Phase Two Subject Property, and SOUTHLAND ASSOCIATES, INC., as Trustee under the Deed of Trust recorded in Book 6122, Page 1669, of the Guilford County Registry, join in the execution of this instrument for the purpose of subjecting the aforesaid Deed of Trust to the terms and provisions of this Second Supplement to Declaration of Covenants, Conditions and Restrictions for Annexation of Brooke Meadows, Section 2, Phase Two, a.k.a. Brock Creek.

SUNTRUST BANK

SOUTHLAND ASSOCIATES, INC.,
Trustee

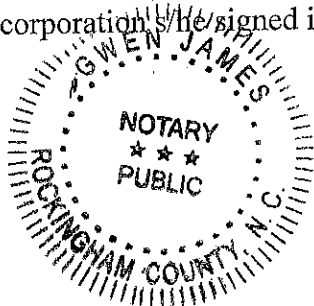
By: Georganne S. Wyck
Vice President

By: Mary A. Rami
Vice President

STATE OF North Carolina

COUNTY OF Rockingham

I, Gwen James, a Notary Public in and for said County and State, do hereby certify that on this 1st day of February, 2006, before me personally appeared Georganne Wyck, Vice President of SUNTRUST BANK, a corporation, personally known to me, or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that by authority duly given and as the act of the corporation, ~~he~~ she signed it voluntarily for its stated purpose.



Gwen James
Notary Public

Gwen James
Printed Name of Notary Public

My commission expires:

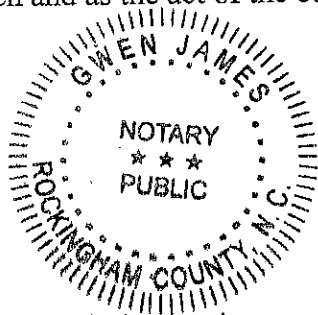
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STATE OF North Carolina

COUNTY OF Rockingham

I, Gwen James, a Notary Public in and for said County and State, do hereby certify that on this 1st day of February, 2006, before me personally appeared MARY RIES, Vice President of SOUTHLAND ASSOCIATES, INC., Trustee, a corporation, personally known to me, or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that by authority duly given and as the act of the corporation s/he signed it voluntarily for its stated purpose.



Gwen James
Notary Public

Gwen James
Printed Name of Notary Public

My commission expires:

8/8/09