

BYLAWS

OF

BROOKE MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

P.O. Box 670 Summerfield, NC 27358

The name of the corporation is Brooke Meadows Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4401 U. S. Highway 220 North, Summerfield, Guilford County, North Carolina 27358, but meetings of members and directors may be held at such places within the State of North Carolina, County of Guilford, as may be designated by the Executive Board.

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to BROOKE MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "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 a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Property" shall mean and refer to that certain retail property described in the Declaration (defined below), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Elements" or "Common Area" shall mean (i) certain berms, fencing, entrance, septic pump line easements, and landscaping easements located therein; (ii) swim and tennis improvements and amenities located therein; and (iii) retention or detention ponds, bio-retention areas, offsite septic fields, and other improvements located therein (collectively, "Common Elements") in Brooke Meadows Subdivision 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.

SECTION 5. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration, Articles of Incorporation and in Article III of these Bylaws.

SECTION 6. "Lot" shall mean and refer to any numbered parcel or plot of land shown upon any recorded subdivision map of the property, with the exception of Common Elements.

SECTION 7. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions, and Restrictions applicable to the Property recorded or to be recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

SECTION 1. MEMBERSHIP. Every Owner of a lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. 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 votes be cast with respect to any Lot than the number provided in the Articles of Incorporation. If a Lot is owned by two or more co-owners and only one of the co-owners is present at a meeting of the Owners, the co-owner who is present is entitled to cast all the votes allocated to that Lot. If more than one of the co-owners is present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple co-owners. Majority agreement is conclusively presumed if any one of the co-owners casts the votes allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other co-owners of the Lot. The President of the Association shall have the authority to require that such multiple Owners of a Lot file a Certificate with the Secretary of the Association, signed by all of the Owners, designating the person entitled to cast the vote or votes for such Lot. Such Certificate shall be valid until revoked by a subsequent Certificate. If such Certificate is not filed when required, the vote of such Owners shall not be considered in determining the requirements for a quorum or for any other purpose.

SECTION 2. PROPERTY RIGHTS. Each Member shall be entitled to the use and enjoyment of the Common Elements as provided in the Declaration. Any Owner may delegate his right of enjoyment to the Common Elements to the members of his family and to his guests, subject to such rules and regulations as may be established from time to time by the Association. Such Member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Member.

ARTICLE IV

MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held at such time and place as the Executive Board may prescribe.

SECTION 2. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to the Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

SECTION 4. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining a quorum.

SECTION 5. PROXIES At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V

EXECUTIVE BOARD: SELECTION: TERM OF OFFICE

SECTION 1. NUMBER. The affairs of this Association shall be managed by a Board of at least three (3), but not more than five (5), directors who need not be members of the Association. The number of directors within the above-described limits shall be determined by the Executive Board.

SECTION 2. TERM OF OFFICE. Subject to the provisions of Article VI, Section 1, at the first annual meeting the Members shall select two (2) directors for a

term of one (1) years and one (1) director for a term of two (2) years; and at each annual meeting thereafter the Members shall elect directors for a term of two (2) years.

SECTION 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

SECTION 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Election of directors shall be conducted in the following manner:

(a) Nomination for election to the Executive Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Executive Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Executive Board prior to each annual meeting to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

(b) Election to the Executive Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS. Regular meetings of the Executive Board shall be held at such time and place and with such notice as shall be determined by resolution of the majority of the directors.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Executive Board shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

SECTION 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

SECTION 4. WAIVER OF NOTICE. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

ARTICLE VIII

POWERS AND DUTIES OF THE EXECUTIVE BOARD

SECTION 1. POWERS. The Executive Board shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Elements, and the personal conduct of the members, and their guests thereon, and to establish penalties, including reasonable fines, for the infraction thereof;
- (b) suspend the voting rights and right to the use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment, dues, fine or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Executive Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Executive Board.

(e) contract for the management of the Common Elements and the Association and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Executive Board or membership of the Association, provided, however, that any such management agreement shall not exceed a period of one (1) year from its effective date (but may be renewed by agreement of the parties for successive one-year periods), and shall be terminable for cause upon thirty (30) days written notice thereof, and

(f) employ attorneys to represent the Association when deemed necessary.

SECTION 2. DUTIES. It shall be the duty of the Executive Board to:

(a) cause to be kept a complete record of all of its acts and corporate affairs;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) levy assessments on the Lots as provided in the Declaration, including:

(1) fix the amount of the annual assessment (maximum and actual) against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain insurance covering the Association, its directors, officers, agents and employees and procure and maintain adequate hazard insurance on the real and personal property interest owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Elements to be maintained as set forth in the Declaration.

ARTICLE IX

OFFICERS AND THEIR DUTIES

SECTION 1. ENUMERATION OF OFFICERS The officers of this Association shall be a president, and one vice-president, who shall at all times be members of the Executive Board, a secretary, assistant secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create, including additional vice-presidents who need not be members of the Executive Board.

SECTION 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the members.

SECTION 3. TERM. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

SECTION 4. SPECIAL APPOINTMENTS. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

SECTION 7. DUTIES. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Executive Board; shall see that orders and resolutions of the Board are carried out; may sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

(b) Vice President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; may, together with the secretary or assistance secretary, sign leases, mortgages, deeds and other instruments of conveyance; and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary and Assistant Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses, and shall perform such other duties as required by the Board. The assistant secretary shall assist the secretary and act in the place and stead of the secretary in the event of his or her absence.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board; shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

COMMITTEES

The Executive Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Executive Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ANNUAL BUDGET; ASSESSMENTS

SECTION 1 ANNUAL BUDGET. Unless otherwise determined by the Executive Board, an annual budget for the Association for the next year shall be presented at the annual meeting of the Owners. Within thirty (30) days after adoption of a proposed budget, the Executive Board shall provide to all Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Executive Board shall

set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the Owners rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

SECTION 2. ASSESSMENTS As provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessments. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot.

ARTICLE XIII

FINES, SUSPENSION OF PRIVILEGES AND ADJUDICATORY HEARINGS

The Executive Board shall have the power to impose reasonable charges for late payment of assessments and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to an Owner's Lot) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer. Further, the Executive Board shall have the power, after notice and an opportunity to be heard, to impose reasonable fines or suspend privileges or services provided by the Association (except rights of access to an Owner's Lot) for reasonable periods for violations of the Declaration, these Bylaws, or any rules and regulations of the Association. A hearing shall be held before an adjudicatory panel appointed by the Executive Board to determine if any Owner should be fined or if privileges or services should be suspended pursuant to such powers. If the Executive Board fails to appoint an adjudicatory panel to hear such matters, hearings shall be held before the Executive Board. The Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed One Hundred Fifty Dollars (\$150.00), or such greater amount allowed by law, may be imposed for the violation, and without further hearing, for each day after the decision that the violation occurs. Such fines shall be assessments secured by liens under the Declaration. If it is decided that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BROOKE MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE XV

AMENDMENTS

SECTION 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

SECTION 2. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected ad acting _____ Secretary of BROOKE MEADOWS HOMEOWNERS ASSOCIATION, INC., a North Carolina Corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Executive Board thereof, held on the ____ day of _____, 2004.

Secretary

(CORPORATE SEAL)

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1 MISC DOCUMENTS 921495 \$12.00
22 MISC DOC ADDN PGS \$66.00

RECORDED - 921495
JEFF L. THIGPEN
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 6235
PAGE(S): 2035 TO 2058
01/04/2005 10:39:20

1 PROBATE FEE \$2.00

**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 berms, 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.

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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 berms 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.

- 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

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.

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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

002056

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.

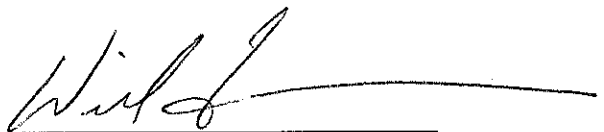
SECTION 6. MINOR VIOLATIONS. Minor violations of these covenants may be waived by Declarant or the Association or their agent or successors or assigns, by written instrument.

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

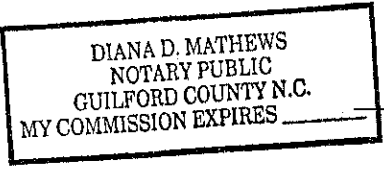
002057

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
BOOK: 6477
PAGE(S): 1182 TO 1186
02/03/2006 10:59:20

02/03/2006 GUILFORD CO. NC
1 MISC DOCUMENTS 49929 \$12.00
4 MISC DOC ADDN PGS \$12.00
1 PROBATE FEE \$2.00

001182

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

Drawn By: Harold W. Beavers, Esq.

w/ u 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.

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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.

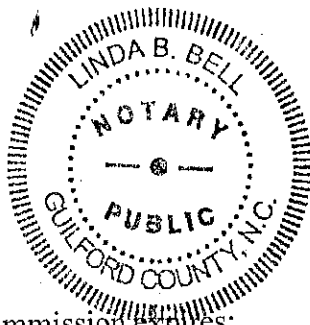
SESSOMS DEVELOPMENT, INC.

BY: *William Todd Monroe*
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

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

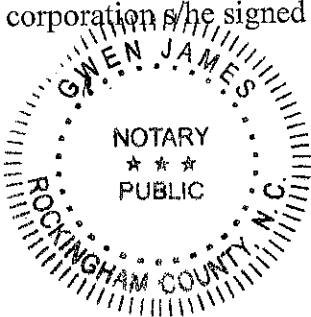
By: Georgianne D. Wyrick
Vice President

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:

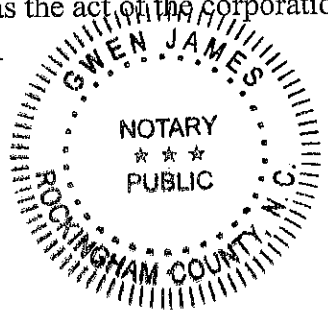
8/8/09

STATE OF North Carolina

COUNTY OF Rockingham

001186

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
BOOK: 6477
PAGE(S): 1187 TO 1192
02/03/2006 10:59:22

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

**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.

6 PR

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

881100

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.

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.”

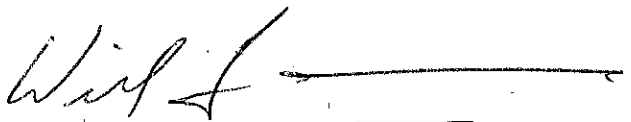
4. Article VI, Section 3 of the Declaration is revised to provide that annual assessments shall commence at the time of the conveyance of each Lot by Declarant. Except as herein specifically revised, Article VI, Section 3 of the Declaration shall remain in full force and effect.

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.

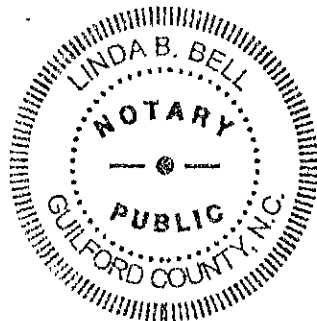
BY: 
William Todd Monroe, President

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

001190

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

161100

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

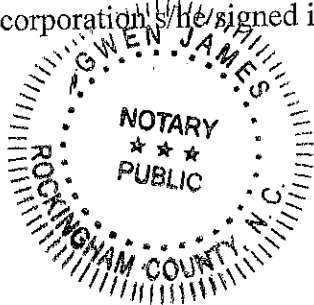
By: Georganne S. Wyck
Vice President

By: Mary Ann 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 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, ~~she~~ signed it voluntarily for its stated purpose.



Gwen James
Notary Public

Gwen James
Printed Name of Notary Public

My commission expires:

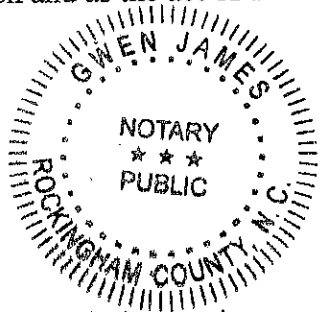
8/8/09

STATE OF North Carolina

COUNTY OF Rockingham

001192

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

BK: R 8095
PG: 544 - 580

RECORDED:

10/15/2018

09:56:54 AM

DEPUTY-GB

BY: CANDICE M STATON

2018054130
GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$340.00

**CORRECTED
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BROOKE MEADOWS SUBDIVISION**

Prepared by Steven H. Bouldin

Return to Keziah Gates LLP, Post Office Box 2608, High Point, N.C. 27261

THIS AMENDMENT is made as of October 5, _____, 2018, by **BROOKE MEADOWS HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation (the "Association").

Background Statement

The Association filed a First Amendment with the Register of Deeds on August 28, 2018 in Deed Book 8081, Page 109, Guilford County Registry (the "Original Amendment"). The Original Amendment inadvertently omitted several written consents by the Lot Owners. This Corrected First Amendment is recorded to include all approvals by the Lot Owners.

The Association is a homeowners association formed to manage certain affairs of Brooke Meadows Subdivision as further described in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry as supplemented by instruments recorded in Deed Book 6477, at Page 1182; and Deed Book 6477, at Page 1187, Guilford County Registry (collectively, the "Declaration"). At least sixty-seven percent (67%) of the Lot Owners have approved certain amendments to the Declaration which are stated below. The written approvals are attached to this Amendment as an exhibit.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Fences.** Section 13 of Article III of the Declaration is deleted and the following new Section 13 is substituted in its place.

SECTION 13. FENCES. All fences must be of one of the following styles or designs: (a) shadow box, (b) split rail, or (c) wrought iron style. All fences must be constructed of wood, wrought iron or powder coated aluminum. Shadow box fences and split rail fences must be stained with natural wood stains or clear preservatives. Wrought iron style fences must be black in color. No fence shall be less than three (3) feet nor greater than six (6) feet in height. Without limiting the generality of the foregoing approval requirement, no chain link fence of any kind shall be allowed.

No portion of any fence shall be erected or maintained on any Lot which is closer to the street (which the main structure faces) than the rear building line of the structure.

All fences (including composition of materials, color of materials and stain, and manner of construction) must be approved in writing in advance of construction by the Board of Directors (or Architectural Control Committee, if established). The Board of Directors (or Architectural Control Committee, if established) shall have the power and authority to determine if a structure constitutes a "fence" as referred to in this Paragraph 13.

Each Owner shall maintain and repair the fence upon the Owner's Lot in the condition required by Section 6 of Article IV.

2. Effectiveness. This Amendment shall be effective upon the recording of this Amendment with the Register of Deeds of Guilford County, North Carolina. Any fences not conforming to the requirements of this new Paragraph 13, but approved in accordance with the prior Paragraph 13, may remain on the Owner's Lot but shall not be expanded. When any nonconforming fence is replaced (or substantial portion thereof), all portions of the fence must comply with the requirements of this new Paragraph 13.

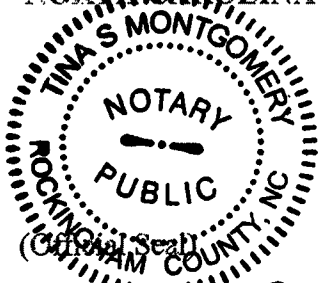
IN WITNESS WHEREOF, the Association has caused this instrument to be executed as of the day and year first written above.

**BROOKE MEADOWS
HOMEOWNERS ASSOCIATION, INC.**

By: Terry F. Hart
President

NORTH CAROLINA

GUILFORD COUNTY



I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Terry F. Hart, President *SBM*

Date: 10-5-18

Tina S. Montgomery
Print Name: Tina S. Montgomery
My Commission Expires: 5-10-23

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.



Signature of Owner

2656 BROOKE MEADOWS DRIVE

Street Address of Owner

Signature of Owner

Street Address of Owner



Signature of Owner

2656 Brooke Meadows Drive

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Michael Sainsworth

Signature of Owner

8194 McClanahan Drive

Street Address of Owner

Patricia J. Sainsworth

Signature of Owner

8194 McClanahan Drive

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
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Reginald R. Lee
Signature of Owner

Alberta F. Lee
Signature of Owner

2593 McCullum Ct.
Street Address of Owner
Brown Summit, NC 27214

2593 McCullum Ct
Street Address of Owner
Brown Summit

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

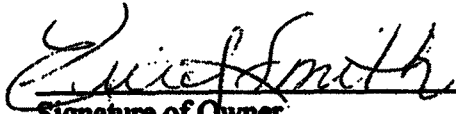
Signature of Owner

Street Address of Owner

Street Address of Owner

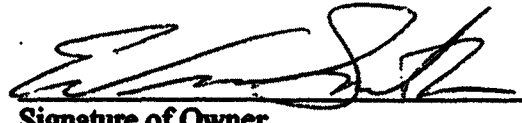
**CONSENT OF OWNERS TO AMENDMENT
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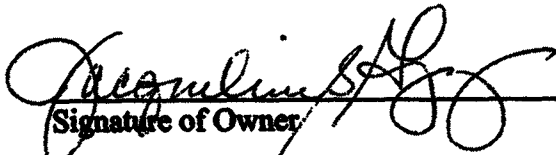
Signature of Owner
8195 McClanahan Dr

Street Address of Owner




Signature of Owner
8195 McClanahan Dr

Street Address of Owner



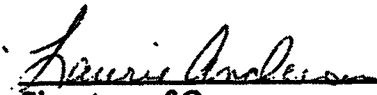
Signature of Owner
2682 Brooke Meadows Dr.

Street Address of Owner



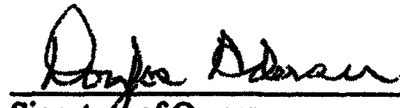
Signature of Owner
2682 Brooke Meadows

Street Address of Owner




Signature of Owner
2652 Brooke Meadows

Street Address of Owner




Signature of Owner
2652 Brooke Meadows Dr.

Street Address of Owner



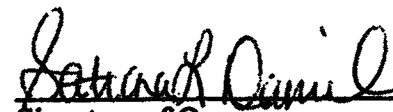
Signature of Owner
8098 Chilcutt Drive

Street Address of Owner



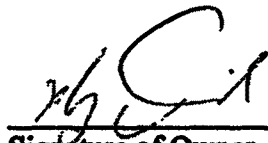
Signature of Owner
8098 Chilcutt Drive

Street Address of Owner



Signature of Owner
2667 Brooke Meadows Dr.

Street Address of Owner



Signature of Owner
2667 Brooke Meadows Drive

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Stewart
Signature of Owner
2695 Brooke Meadows Dr
Street Address of Owner

Michael Stewart
Signature of Owner
2695 Brooke Meadows Dr.
Street Address of Owner

Marilyn M. Heston
Signature of Owner
8187 McClanahan Drive
Street Address of Owner

Jane P. Heston
Signature of Owner
8187 McClanahan Dr.
Street Address of Owner

Maria Garcia
Signature of Owner
2686 Brooke Meadows Dr
Street Address of Owner

Juan Carlos Esitia-Luna
Signature of Owner
2686 Brooke Meadows Dr
Street Address of Owner

Michelle
Signature of Owner
8091 Chilcutt Dr.
Street Address of Owner

Michelle
Signature of Owner
8091 Chilcutt Dr.
Street Address of Owner

James York
Signature of Owner
2666 Brooke Meadows Driv.
Street Address of Owner

JAMES YORK
Signature of Owner
2666 Brooke Meadows Dr.
Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

SAAC
Signature of Owner

2668 Brooke Meadows Dr
Street Address of Owner

ZH
Signature of Owner

2668 Brooke Meadows Dr.
Street Address of Owner

Maria Melloni
Signature of Owner

8180 McClanahan Dr
Street Address of Owner

Signature of Owner

Street Address of Owner

Robert D. Workman
Signature of Owner

2668 Brooke Meadows Dr.
Street Address of Owner

Eui Yuh
Signature of Owner

← " "
Street Address of Owner

BDS
Signature of Owner

8097 Chilcutt Dr
Street Address of Owner

Brigetta Bennett
Signature of Owner

←
Street Address of Owner

KAB
Signature of Owner

8092 Chilcutt Dr
Street Address of Owner

Cheryl Lee Bennett
Signature of Owner

←
Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Michael D. Mitchell, Jr.
Signature of Owner

8175 McClanahan Dr.
Street Address of Owner

[Signature]
Signature of Owner

2489 Kaleigh Way
Street Address of Owner

Patrick J. Burke
Signature of Owner

2488 Kaleigh Way
Street Address of Owner

Maggie C. Hawes
Signature of Owner

2489 Kaleigh Way
Street Address of Owner

Christine M. Burke
Signature of Owner

2488 Kaleigh Way
Street Address of Owner

James M. Arroy
Signature of Owner

2664 BROOKE MEADOWS
Street Address of Owner

Jamie C. Greer
Signature of Owner

2693 Brooke Meadows
Street Address of Owner

Deen A. Dalkey
Signature of Owner

2692 Brooke Meadows Dr.
Street Address of Owner

Michael H. Smith
Signature of Owner

2693 BROOKE MEADOWS DR
Street Address of Owner

Thomas L. Dalkey
Signature of Owner

2692 BROOKE MEADOWS DR
Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Annelle McKenna
Signature of Owner

8095 Chilcutt Dr.
Street Address of Owner

Thomas F. McKenna
Signature of Owner

8095 Chilcutt Drive
Street Address of Owner

Michelle Zhan
Signature of Owner

2691 Brooke Meadows Drive
Street Address of Owner

Signature of Owner

Street Address of Owner

James J. Austin
Signature of Owner

8193 McClanahan Dr.
Street Address of Owner

James Austin
Signature of Owner

8193 McClanahan Drive
Street Address of Owner

Yusef H. Hart
Signature of Owner

8197 McClanahan Dr.
Street Address of Owner

Jerry J. Hart
Signature of Owner

8197 McClanahan Dr.
Street Address of Owner

J. Duggan
Signature of Owner

2676 Brooke Meadows Dr.
Street Address of Owner

Rhonda Thompson
Signature of Owner - Rhonda Thompson

2676 Brooke Meadows Dr.
Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Ashley Bannwell
Signature of Owner

2490 Kaleigh Way
Street Address of Owner

Tim T. B. O
Signature of Owner

2490 Kaleigh Way
Street Address of Owner

Mont R. Moore
Signature of Owner

2492 Kaleigh
Street Address of Owner

[Signature]
Signature of Owner

7901 Kaleigh Ct.
Street Address of Owner

[Signature]
Signature of Owner

2670 Brooke Meadows Dr.
Street Address of Owner

Michelle Giffen
Signature of Owner

2670 Brooke Meadows Dr.
Street Address of Owner

[Signature]
Signature of Owner

7906 HOPKINS FARM DR.
Street Address of Owner

[Signature]
Signature of Owner

7906 HOPKINS FARM DR
Street Address of Owner

[Signature]
Signature of Owner

2568 Brooke meadow
Street Address of Owner

[Signature]
Signature of Owner

2568 Brooke meadow
Street Address of Owner

Mary Manley
2597 McCullum Ct.

**CONSENT OF OWNERS TO AMENDMENT
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The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

[Signature]
Signature of Owner

2680 Brooke Meadows
Street Address of Owner

[Signature]
Signature of Owner

2680 Brooke Meadows
Street Address of Owner

[Signature]
Signature of Owner

2680 Brooke Meadows
Street Address of Owner

[Signature]
Signature of Owner

2680 Brooke Meadows
Street Address of Owner

[Signature]
Signature of Owner

2355 Hopkins Farm Ct
Street Address of Owner

[Signature]
Signature of Owner

8188 McClanahan Drive
Street Address of Owner

[Signature]
Signature of Owner

8002 Loomis Pl
Street Address of Owner

[Signature]
Signature of Owner

8002 Loomis Pl.
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Marylou de la Torre

Signature of Owner

2397 Hopkins Farm Ct

Street Address of Owner

Frank Tucker

Signature of Owner

2397 Hopkins Farm Ct

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Susan M Young

Signature of Owner

2493 Kaleigh Way

Street Address of Owner

*Brown Summit NC.
27214*

Ronnie L. Young

Signature of Owner

2493 Kaleigh Way

Street Address of Owner

*Brown Summit N.C.
27214*

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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[Handwritten Signature]
Signature of Owner

[Handwritten Signature]
Signature of Owner

2679 Brooke Meadows Dr Browns Summit, NC 27214
Street Address of Owner

- Same as left
Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

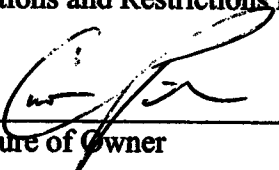
Signature of Owner

Street Address of Owner

Street Address of Owner

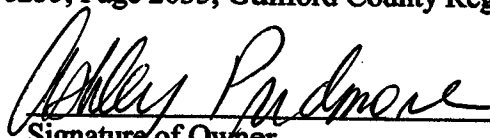
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Signature of Owner

2672 Brooke Meadows Dr 27214
Street Address of Owner



Signature of Owner

2672 Brooke Meadows Dr 27214
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

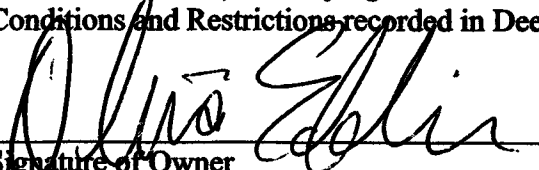
Street Address of Owner

Signature of Owner

Street Address of Owner

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Signature of Owner



Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Michelle Mueller
Signature of Owner

2910 Hopkins Farm Dr.
Street Address of Owner

Michelle Mueller
Signature of Owner

2910 Hopkins Farm Dr.
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Kenny Trudway
Signature of Owner

8173 McClanahan Dr
Street Address of Owner

Jessa Trudway
Signature of Owner

8173 McClanahan Dr
Street Address of Owner

Beverly Jo Trudway
Signature of Owner

8173 McClanahan Dr
Street Address of Owner

Signature of Owner

Street Address of Owner

Paul Clayton
Signature of Owner

2665 Brooke Meadows Dr
Street Address of Owner

Al Clayton
Signature of Owner

2665 Brooke Meadows Dr
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

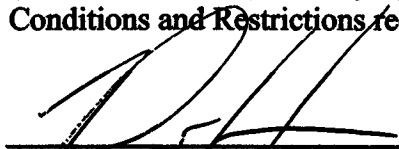
Street Address of Owner

Signature of Owner

Street Address of Owner

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OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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Signature of Owner

2690 Brooke Meadows Dr

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Signature of Owner

2497 KALEIGH WAY

Street Address of Owner

Signature of Owner

Street Address of Owner




Signature of Owner

2497 KALEIGH WAY

Street Address of Owner

Signature of Owner

Street Address of Owner



Signature of Owner

2497 KALEIGH WAY

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Kevin Flann
Signature of Owner

2659 Brooke Meadows Dr
Street Address of Owner

Yvonne Flann
Signature of Owner

2659 Brooke Meadows Dr
Street Address of Owner

Alvin Smith
Signature of Owner

2395 Hopkins Farm Ct.
Street Address of Owner

Masha Smith
Signature of Owner

2395 Hopkins Farm Ct.
Street Address of Owner

Norbert Simon
Signature of Owner

8093 Chilcutt Dr
Street Address of Owner

David Sansik
Signature of Owner

8093 Chilcutt Dr.
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
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Jamie Katerberg
Signature of Owner

Signature of Owner

2055 Brooke Meadows Dr.
Street Address of Owner

Street Address of Owner

[Signature]
Signature of Owner

Signature of Owner

2055 Brooke Meadows Dr.
Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
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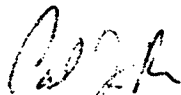
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Signature of Owner

2654 Brooke Meadows Dr.

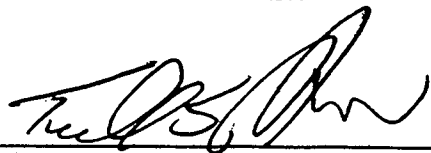
Street Address of Owner



Signature of Owner

2654 Brooke Meadows Dr.

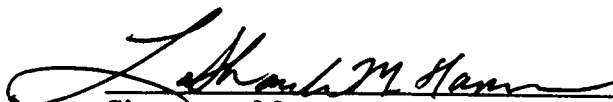
Street Address of Owner



Signature of Owner

8089 Chilcutt Drive

Street Address of Owner



Signature of Owner

8089 Chilcutt Drive

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

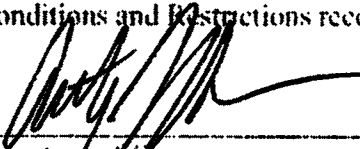
Street Address of Owner

Signature of Owner

Street Address of Owner

CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

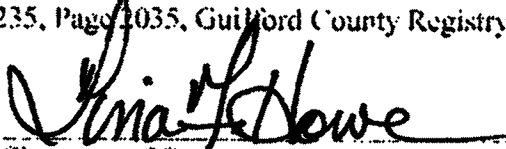
The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 1035, Guilford County Registry.



Signature of Owner

8189 McClanahan Drive

Street Address of Owner



Signature of Owner

8189 McClanahan Drive

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Street Address of Owner

Signature of Owner


Street Address of Owner

CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.


Signature of Owner Jason E. Arnold

8179 McClanahan Drive
Street Address of Owner


Signature of Owner Amanda C. Arnold

8179 McClanahan Drive
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Street Address of Owner

Signature of Owner


Street Address of Owner

CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

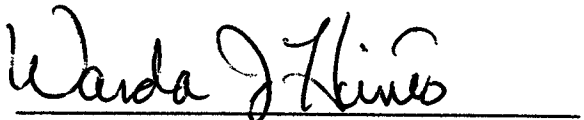
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Signature of Owner 8182 McClanahan

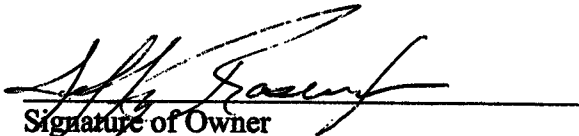
Street Address of Owner

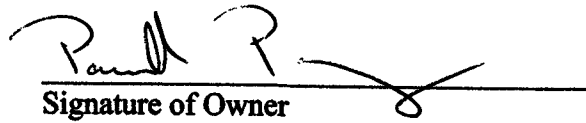

Signature of Owner 8182 McClanahan

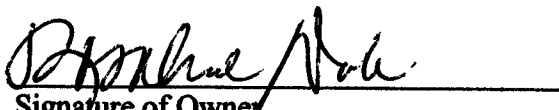
Street Address of Owner


Signature of Owner
8183 McClanahan Drive
Street Address of Owner


Signature of Owner
8183 McClanahan Drive
Street Address of Owner


Signature of Owner
8169 McClanahan Dr
Street Address of Owner


Signature of Owner
8169 McClanahan Dr.
Street Address of Owner


Signature of Owner
8177 McClanahan Dr
Street Address of Owner

Signature of Owner
Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Michael S Ainsworth
Signature of Owner

8194 McClanahan Drive
Street Address of Owner

Patricia J Ainsworth
Signature of Owner

8194 McClanahan Drive
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

CONSENT OF OWNERS TO AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

[Handwritten Signature]
Signature of Owner

8171 McClanahan Dr. *Bas. Samon*
Street Address of Owner 27214

Signature of Owner

Street Address of Owner

[Handwritten Signature]
Signature of Owner

8171 McClanahan Dr. *Bas. Samon*
Street Address of Owner NC 27214

Signature of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

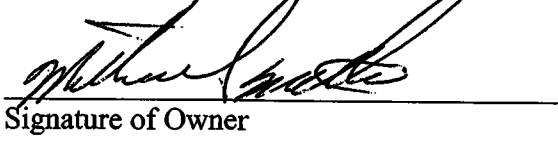
Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.



Signature of Owner



Signature of Owner

8003 Loomis Pl. Browns Summit NC
Street Address of Owner

8003 Loomis Pl. Browns Summit NC
Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Kara Martin
Signature of Owner

Byron Martin
Signature of Owner

8190 McClanahan Drive, Brown Summit, NC
Street Address of Owner

8190 McClanahan Drive, Brown Summit, NC
Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

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Signature of Owner

Street Address of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Rebecca Blum
Signature of Owner
8181 McClanahan Dr.
Street Address of Owner

Signature of Owner

Street Address of Owner

Maria Ann
Signature of Owner
8181 McClanahan Dr.
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
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The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Carla Maule Hampton
Signature of Owner

Signature of Owner

21687 Brooke Meadows Dr
Street Address of Owner
Browns Summit, NC
27214

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Mary Schmidt

Signature of Owner

2584 McCallum Ct

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

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Signature of Owner

Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
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The undersigned Owner of one or more Lots at Brooke Meadow Homeowners Association, Inc. (the "Association"), hereby agrees to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6235, Page 2035, Guilford County Registry.

Jared A. Smith
Signature of Owner

2697 Brooke Meadows Dr.
Street Address of Owner

Caitlin Smith
Signature of Owner

2697 Brooke Meadows Dr.
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

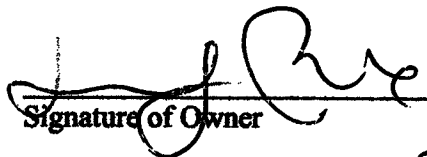
Street Address of Owner

Signature of Owner

Street Address of Owner

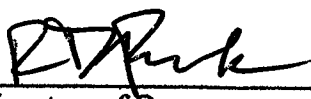
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Signature of Owner
8176 Meclanahan Drive

Street Address of Owner



Signature of Owner
8176 Meclanahan Drive

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

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Signature of Owner

Street Address of Owner

Street Address of Owner

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Alisa Garlow
Signature of Owner

2656 Brooke Meadows Dr
Street Address of Owner

[Signature]
Signature of Owner

2656 Brooke Meadows Dr
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

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Signature of Owner

Street Address of Owner