

NORTH CAROLINA
WILSON COUNTY
FILED FOR REGISTRATION

AT 4:50 O'CLOCK P.M. 29 DAY OF
Oct 2002 AND RECORDED
IN BOOK 1912 PAGE 876

Celia W. Blinnon
REGISTER OF DEEDS

By Road State

asst

RETURN

TO Burn

NORTH CAROLINA

WILSON COUNTY

BEDFORD PLACE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PHASE FOUR, THE VILLAGE/COUNTRY
CLUB WEST

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEDFORD PLACE, PHASE FOUR, THE VILLAGE/COUNTRY CLUB WEST is made this 23rd day of July, 2002, by THE BERRY DEVELOPMENT GROUP, INC., a North Carolina corporation, hereinafter referred to as "Declarant" and BERRY DEVELOPMENT CONSTRUCTION, INC., a North Carolina corporation, one of the owners in Bedford Place;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of a certain tract of land containing approximately 160 acres located on N. C. Highway 58 (Nash Street), Wilson County, North Carolina which is known as "The Village/Country Club West"; and

WHEREAS, the Declarant has recorded a Master Declaration of Covenants, Conditions and Restrictions for The Village/Country Club West (the "Master Declaration") which sets forth general easements, restrictions, covenants and conditions applicable to the property described on Exhibit A attached hereto and specifically made a part hereof which property is within the development known as The Village/Country Club West (the "Development"); and

WHEREAS, the Declarant intends to develop a residential community of townhomes within the Development on the property described on Exhibit A (the "Property"); and

WHEREAS, the Declarant desires to insure the attractiveness of the Development and the Property and prevent any future impairment thereof, to prevent nuisances, to preserve, to protect and enhance the values and amenities of all the Property and to provide for the maintenance and upkeep of the exterior of all townhomes, lots and open space as hereinafter defined. To this end, Declarant desires to subject the real property described on Exhibit A attached hereto to the Master Declaration and the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, pursuant to the Master Declaration, the Declarant has created The Village/Country

Club West Owners Association, Inc., an organization to which has been delegated and assigned the power of owning, maintaining, and administering the open space and administering and enforcing the covenants, conditions, restrictions and liens and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Berry Development Construction, Inc. owns lots 9 & 12 as shown on the map recorded in Plat Book 30, Pages 211 and 212.

NOW, THEREFORE, the Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the real property described on Exhibit A attached hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Master Declaration and this Declaration which shall run with the Property and be binding upon all parties owning 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.

ARTICLE I Definitions

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of The Village/Country Club West Owners Association, Inc., its successors and assigns.

Section 2. "Association" shall mean and refer to The Village/Country Club West Owners Association, Inc., a North Carolina non-profit corporation, its successors or assigns.

Section 3. "Property" shall mean and refer to the property described on Exhibit "A" attached hereto and referred to hereinabove.

Section 4. "Open Space" or "Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of all Members or designated Members of the Association, including recreational areas.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Village Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property, including contract sellers, but excluding contract purchasers and those having such interest merely as security for the performance of an obligation.

Section 7. "Lot" shall mean and refer to any plot of land containing a townhome, with delineated boundary lines which is part of the subject Property, with the exception of the Open Spaces.

Section 8. "Declarant" shall mean and refer to THE BERRY DEVELOPMENT GROUP, INC., its successors and assigns, if such successors or assigns should acquire all remaining undeveloped lots from the Declarant for the purpose of development.

ARTICLE II
Common Wall

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhome upon the Property and placed on the dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls and to the extent not inconsistent with the provisions of these Restrictions, the general rules of laws regarding party walls, lateral support in below ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereof make use of the wall, they shall contribute to the cost of restoration in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from any Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Failure to Share in Costs. Should either Owner fail to provide his share of the cost of repairing, maintaining or restoring the common wall, the Association or an Owner may provide for the same and shall be entitled to a lien on the applicable Lot of the Owner if such Owner shall fail to pay for his share of such costs.

Section 5. Easement for Maintenance and Reconstruction. The Owner of any Lot may construct, reconstruct or extend a party wall in any direction, subject to and within the limitations of architectural control and other limitations of these Restrictions, with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot to as near the condition which prevailed on or before the commencement as is reasonably practicable.

Section 6. Weatherproofing. Notwithstanding the foregoing, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 7. The Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under these Restrictions shall be appurtenant to the Lot and shall pass to such Owner's successors in Title.

Section 8. Certification by Adjoining Property Owner. If any Owner desires to sell his Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in these Restrictions, request of the adjoining Owner, a certification that no right of contribution exists. Immediately upon request, it shall be the duty of each adjoining Owner to make such certification without charge; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed. In the event that an adjoining Owner refuses or fails to make a certification within one week after being requested to do so, he shall be deemed to have waived his right to proceed against the adjoining Owner or his successor in title for contribution.

Section 9. Arbitration. In the event of any dispute arising concerning a party wall, or over the provisions of these Restrictions pertaining to party walls, such dispute shall be settled by arbitration in accordance with the laws of the State of North Carolina pertaining to arbitration as such laws shall then exist.

ARTICLE Insurance

Immediately prior to starting construction of a townhome on a Lot, the Owner shall have in effect, a fully paid builder's risk insurance policy. Immediately upon completion of the townhome, the Lot Owner shall have a fully paid fire and extended coverage insurance policy or homeowners insurance policy. The Lot Owner shall furnish evidence of the aforementioned insurance as well as evidence of the payment of the premium to the Association prior to the construction of the townhome as to the builder's risk insurance policy and prior to occupying the townhome as to the fire and extended coverage insurance policy or homeowners insurance policy. Said insurance policies shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction to the dwelling and/or improvements from any hazard, and such hazard insurance shall be with a company in an amount and form which is acceptable to the Board of Directors of the Association. The aforementioned insurance policies must contain a clause therein that the insurance cannot be canceled without first giving the Association ten (10) days' notice of said cancellation. The aforementioned insurance policy shall also name the Association as an insured. Each Owner shall have to satisfy the Board of Directors of the Association that at all times his property is covered by the aforementioned insurance. In the event an Owner fails to maintain such coverage or furnish evidence thereof, the Association may obtain policies providing such coverage and pay the premiums therefor, which premium shall be charged against the Owner of the Lot failing to maintain such coverage or to furnish evidence thereof. The premiums shall constitute and continue as a lien on the Lot and also shall be a personal obligation of the Owner and enforced as any other assessment can be enforced as provided herein. In the event a townhome is partially or totally destroyed by fire or other casualty, the Owner shall rebuild, repair, or restore such damage or destroyed portions of the townhome to essentially the same condition and appearance, including using the same or similar building materials, as existed immediately prior to the partial or total destruction. In the event the Owner fails to provide funds necessary to complete the construction, then the Association shall have the right to collect the insurance proceeds and/or proceed against the Owner and personally collect said funds and the Association shall have a lien against the Lot for the amount necessary to complete said construction, together with interest, costs and reasonable attorney fees, and said lien may be enforced as elsewhere provided herein. Any repair or restoration shall be commenced promptly after the casualty.

ARTICLE V Exterior Maintenance

In addition to maintenance of the Open Space, the Association shall provide and pay for exterior maintenance for each townhome, garage, and out buildings, if any, constructed on each Lot as follows: paint, repair, maintain and replace roofs, exterior building surfaces, trees, shrubs, grass, walks, driveways, and other exterior improvements. The Association's expense for exterior maintenance shall not include window and door glass surfaces, window and door screens and storm doors except where the storm doors need maintenance, repair or replacement resulting from normal aging and exposure. The expense for repair or replacement of the items in the aforementioned sentence shall be the expense of each Lot Owner. In order to enable the Association to accomplish the foregoing, it is hereby reserved to the Association the right to unobstructed access over and upon each Lot and each townhome located thereon at all reasonable times to perform maintenance as provided in these Restrictions. With the prior

written approval of the Board of Directors of the Association, the Owner of any Lot may plant trees, shrubs, flowers, grass, and any other vegetation on any portion of his Lot and with the prior written approval may also maintain any portion or all of his Lot, provided that such maintenance by the Owner does not hinder the Association in performing the maintenance it is required to do. No such maintenance by a Lot Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association's Board of Directors, any such Owner fails to maintain his Lot in a manner satisfactory to the Board of Directors of the Association, the Board of Directors may revoke the Owner's aforementioned rights for a period not to exceed one year. The Owner of a Lot shall not make any alterations, changes or additions to the townhome, garage, or any out building except with the prior written approval of the Board of Directors of the Association.

The aforementioned responsibilities relating to the Association shall be confined to maintenance, repairs, and replacements resulting from normal aging and exposure. Maintenance, repairs, and replacements resulting from accidents, termites, fire, flood, water, wind, other natural disasters, civil disturbances, vandalism, negligence, negligence of Owner's family, negligence of the Owner's guests or invitees, lightning, hail explosions, riot, riot attending a strike, aircrafts, vehicles, and smoke shall be the expense of the Lot Owner and if not paid by the Owner then the cost of such maintenance, repairs, and replacement shall be added to and become a part of the assessment to which said Lot is subject and said amount shall become a lien against said Lot.

The Board of Directors of the Association shall establish regulations governing procedures for exterior maintenance. In the event any Owner desires to expend a sum greater than the sum authorized by the Association, he shall advance, prior to the commencement of work, an amount necessary to cover the additional expenses and a lien shall be established against this Lot for any deficiency.

ARTICLE VI

Architectural Control and Use Restrictions

Section 1. Architectural Committee. Pursuant to the Master Declaration, an Architectural Committee has been established to approve all plans and specifications of construction of improvements within The Village/County Club West.

Section 2. Architectural Control. No building, fence wall, other structure, or improvement shall be commenced, erected, or maintained upon the Property or any Lot, nor shall any exterior addition to, or alteration therein, be made, nor shall any repair be made thereto, nor shall any building, wall, fence, other structure or improvement be rebuilt or restored after destruction by any hazard or otherwise, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee. The builder or contractor for any construction to be performed on the Property must also be approved by the Architectural Committee in writing. In the event the Architectural Committee fails to approve or disapprove submitted plans and specifications of the builder or contractor within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 3. Use Restrictions.

- (a) Each Lot as set forth herein and approved by the appropriate municipal authorities, shall be used for residential purposes only. The lay of the Lots as shown on any recorded plat of all or part of the Property shall be substantially adhered to; provided, however, that with the prior written approval of the Architectural Committee, the size and shape of any Lot may be altered so long as no Lot or group of Lots may be resubdivided so as to produce a greater number of Lots than that allowed by the applicable zoning laws in force at the time of said change. A townhome may be constructed on more than one Lot provided the location of any structure permitted thereon is approved in writing by the Architectural Committee. Out buildings are permitted on any Lot only with the prior written approval of the Architectural Committee. All structures shall comply with applicable zoning restrictions and regulations of the County and City of Wilson, North Carolina.
- (b) The term "lot" as used herein shall refer not only to Lots as laid out on any recorded map of the Property, but also to any rearranged Lot as provided for hereinabove; and the words "lot line" as used herein shall refer not only to the original Lot lines on any recorded map but also to any new Lot lines created by rearrangement of existing Lots as permitted by the Architectural Committee; said new Lot lines shall be deemed to replace the platted lines of said Lot in any previously recorded map.
- (c) Residences constructed on the property described on Exhibit A attached hereto shall consist of townhomes only.
- (d) No structure of a temporary character, trailer, tent, mobile home, modular or manufactured home, shack, garage, barn, or other out building shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.
- (e) Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions, and provisions hereof.
- (f) Notwithstanding any provision in this Declaration to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of construction and sale of said townhomes, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of said townhomes, including, but without limitation, an office, storage area, construction yard, "For Sale" signs, and a sales office.
- (g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other usual household pets may be kept by the respective Owners on their respective Lots so long as they are not left unattended outside the townhome, and provided they are not kept, bred, or maintained for any commercial purposes and do not endanger the health of, or in the sole discretion of the Board of Directors of the Association, disturb the Owner of any other Lot or resident thereof, and provided further, that such pets shall not be allowed in the Open Space unless on a leash, and under control of, or carried by, the Owner thereof. Notwithstanding anything herein to the contrary, no townhome shall be allowed more than two pets.
- No pet houses, pet pens, or pet runs shall be erected, placed, permitted to remain, or allowed on the Property.

(h) No signs of any kind shall be erected, placed or permitted to remain on the Property, except as specifically permitted in paragraph (f) above. No billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property. The Property shall not be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any townhome or on any portion of any Lot; provided, however, a Lot Owner or occupant thereof may use a portion of his townhome for his office, provided that the activities are in compliance with all County and City ordinances, do not interfere with the quiet enjoyment or comfort of any other Lot Owner, or that such activity shall not involve the personal services of any Lot Owner or occupant to a customer or other person or client who comes to the Lot, and further provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the Declarant, its agents or assigns, during the construction and sales period as provided in paragraph (f) above.

(i) All equipment, garbage cans, service yards, wood piles, storage piles, air conditioning, and heating units shall be kept in areas specifically designated in writing by the Architectural Committee or screened by adequate planting or fencing so as to conceal them from view of adjoining residences, which screening, planting, or fencing shall be specifically approved in writing by the Architectural Committee. All garbage, trash, or rubbish shall be regularly removed from the Property and shall not be allowed to accumulate thereon. No clothes lines shall be permitted outside any townhome. No drying or airing of any clothing or bedding or other items shall be permitted outside of any townhome including on porches, fences, or decks.

(j) No fences, hedges, or walls shall be erected or maintained on the Property except as approved in writing by the Architectural Committee.

(k) Satellite dishes, satellite antennas and television antennas are allowed to be placed on a Lot by an Owner as long as the following conditions are complied with:

(i) The satellite dish or antenna must be one (1) meter in diameter or smaller; and

(ii) The satellite dish or antenna must be installed, screened from view and/or painted to minimize its visual intrusion on the Property as approved in writing by the Architectural Committee.

If an Owner wished to install a satellite dish, satellite antenna or television antenna on a Lot, the Owner is required to submit in writing to the Architectural Committee plans for such installation showing the location of such satellite dish or antenna, any screening to be provided and the color of such dish or antenna. Upon receipt of such plans, the Architectural Committee shall have a period of five (5) working days in which to approve or disapprove the installation of such dish or antenna. If an Owner is not notified in writing by the Architectural Committee of its decision within such period, it shall be assumed that the installation of such dish or antenna meets all of the conditions of these Restrictions.

(l) No action shall at any time be taken by the Association, its Board of Directors or the Architectural Committee which in any manner would discriminate against any Owner or Owners in favor of any other Owner or Owners.

- (m) With respect to all Lots, there shall not be any, out buildings, fences, mailboxes, or newspaper boxes on any Owner's Lot except as permitted by the Architectural Committee in writing.
- (n) No yard sales or similar types of outdoor sales shall be allowed on any portion of the Property without the prior written approval of the Board of Directors of the Association.
- (o) Any lights located on the exterior of a townhome or located anywhere else on a Lot shall not be directed toward any other townhome so that said lights will shine on any adjoining townhome. This shall not apply to street or security lights included in the Open Space.
- (p) The parking of automobiles and other vehicles shall be restricted as set forth in the Master Declaration.
- (q) No trade materials or inventories may be stored upon any Lot.
- (r) No planters or baskets shall be suspended from any residence which would be visible from the exterior without prior written approval of the Architectural Committee.
- (s) Any outside cooking grills shall be confined to the patio area or deck area located in the rear yard of any Lot.
- (t) No garden or yard ornaments shall be located on any Lot without the prior written approval of the Architectural Committee.
- (u) The Board of Directors of the Association shall have the power to formulate, publish, and enforce other reasonable rules and regulations concerning the use and enjoyment of each Lot and the Open Space.
- (v) The minimum front, side and rear setback lines shall be the same as set forth on the map of the Property recorded in Plat Book 30, Pages 211 and 212, Wilson County Registry.

ARTICLE VII Specific Assessments

Section 1. Specific Assessment. Pursuant to the Master Declaration, the Association shall assess and levy, on an annual basis, a Specific Assessment against the Owners of townhomes located on the Property.

Section 2. Purpose of Assessment. The Specific Assessments levied by the Association shall be used exclusively for the purpose of maintaining the exterior of the townhomes as set forth above and the Open Spaces within the Property including any amenities located therein.

Section 3. Specific Assessments General Provisions. The Specific Assessments shall be set, assessed and collected as set forth in the Master Declaration. If a Specific Assessment is not paid, the Association shall have all of the rights and remedies set forth in the Master Declaration.

ARTICLE VIII
Easements

Section 1. The Property and all portions thereof shall be subject to any easements shown on any map of the Property recorded in the Office of the Register of Deeds of Wilson County. No fence, wall, hedge, patio, barrier, or other improvement which interferes with the use and maintenance of any easement shall be erected or maintained along, on, across, or within any areas reserved for easements.

Section 2. There is hereby created a blanket easement upon, across, over, and under all of the Property for reasonable ingress and egress for installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television system, electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing the aforementioned utility services to erect and maintain the necessary underground equipment and other necessary equipment on said property to originally provide the Owners of the Property with the aforementioned utilities. Notwithstanding anything to the contrary contained in this section, no sewer, electrical, water, gas, telephone, cable TV, or other utility lines may be installed or relocated on said Property except as initially approved by the Declarant or the Board of Directors of the Association if the Declarant no longer owns a Lot in the Property. Should any utility company furnishing a service covered by the general utility easement herein provided request a specific easement by separate recordable document, Declarant or the Board of Directors of the Association, if the Declarant no longer owns a Lot in the Property, shall have the right and authority to grant such an easement on said Property without conflicting with the terms hereof. The easements provided for in these Restrictions shall in no way affect other recorded easements on said Property.

Section 3. Each Owner will have an easement in common with the Owners of all other Lots to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other common elements serving such other Lots and located in or on such Lot or the Open Spaces. The Board of Directors of the Association and their authorized agents shall have the right of access to each Lot to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the common elements contained therein, if any.

Section 4. The Board of Directors of the Association and its agents shall have an easement to go upon all Lots to the extent necessary to repair and maintain the Owner's townhome and Lot and otherwise perform the duties required of the Association by these Restrictions. Said right shall be exercised in a reasonable manner and at reasonable times.

ARTICLE IX
General Provisions

Section 1. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, conditions, reservations, liens and charges now or hereinafter imposed by the provisions of these Restrictions. Failure by the Declarant, Association, or by any Owner to enforce any covenant, restriction, condition, reservation, lien, or charge herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, liens, or charges by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, and restrictions of these Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association or the Owner of any Lot subject to these Restrictions, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date these Restrictions are recorded, after which time said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years. Except as set forth below, these Restrictions may be amended during the first thirty (30) years by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots and thereafter by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots.

If any amendment to these covenants, conditions, and restrictions is executed, each such amendment shall be delivered to the Board of Directors of the Association. Thereupon, the Board of Directors shall, within thirty (30) days, do the following:

A. Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of members, and shall not be required to cause the title to any Lot to be examined.)

B. Attach to the amendment a certification as to its validity, which certification shall be executed by the Association. The following form of certification is suggested:

**"CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,
CONDITIONS, AND RESTRICTIONS OF PHASE FOUR, THE VILLAGE/COUNTRY CLUB WEST**

By authority of its Board of Directors, The Village/Country Club West Owners Association, Inc., hereby certifies that the foregoing instrument has been duly executed by the owners of ___ percent of the lots of Phase Four, The Village/Country Club West and is therefore a valid amendment to the existing Covenants, Conditions, and Restrictions for Phase Four, The Village/Country Club West.

THE VILLAGE/COUNTRY CLUB WEST OWNERS ASSOCIATION, INC.

By: _____
_____ President

ATTEST:

_____ Secretary "

C. Immediately and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Wilson County Registry.

All amendments shall be effective from the date of recordation in the Wilson County Registry; provided, however, that no such instrument shall be valid until it has been indexed in the name of the Association. When any instrument purporting to amend the Covenants, Conditions, and Restrictions has been certified by the Board of Directors of the Association, recorded and indexed as provided by this section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any lot.

D. Notwithstanding anything in these Restrictions to the contrary, these Restrictions may not be amended to prevent the development of the Property by the Declarant as it deems desirable so long as Declarant adheres to the architectural control and use restrictions contained herein. Declarant shall not make any amendment allowing the placement of more than one townhome per Lot or allowing use of a Lot except for residential townhome purposes.

E. Notwithstanding anything in these Restrictions to the contrary, the Declarant shall have no further rights to amend these Restrictions with respect to the architectural control and use restrictions after control of the Association passes to the Owners as provided in the Master Declaration.

Section 4. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make provisions hereby apply to either corporations or individuals, man or wife, and shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, THE BERRY DEVELOPMENT GROUP, INC. and BERRY DEVELOPMENT CONSTRUCTION, INC. have caused this instrument to be executed in their names by their Presidents as of the day and year first above written.

THE BERRY DEVELOPMENT GROUP, INC., a North Carolina corporation

By: B. Vaughn Berry-Daniel
B. Vaughn Berry-Daniel, President

BERRY DEVELOPMENT CONSTRUCTION, INC., a North Carolina corporation

By: B. Vaughn Berry-Daniel
_____, President

NORTH CAROLINA
Wilson COUNTY

I, Catherine Lamm, a Notary Public, certify that B. Vaughn Berry-Daniel, President of THE BERRY DEVELOPMENT GROUP, INC. personally came before me this day and acknowledged that as President she has the authority to execute the foregoing instrument on behalf of The Berry Development Group, Inc. for the purposes stated therein.

WITNESS my hand and Notarial Seal, this 23 day of July, 2002.

<u>Catherine Lamm</u>	Catherine Lamm
Notary Public	Notary Public-North Carolina
Wilson County	Wilson County

My Commission Expires: 12-29-03

NORTH CAROLINA
Wilson COUNTY

I, Catherine Lamm, a Notary Public, certify that B. Vaughn Berry Daniel, President of BERRY DEVELOPMENT CONSTRUCTION, INC. personally came before me this day and acknowledged that as President he/she has the authority to execute the foregoing instrument on behalf of Berry Development Construction, Inc. for the purposes stated therein.

WITNESS my hand and Notarial Seal, this 23 day of July, 2002.

<u>Catherine Lamm</u>	Catherine Lamm
Notary Public	Notary Public-North Carolina
Wilson County	Wilson County

My Commission Expires: 12-29-03

NORTH CAROLINA
WILSON COUNTY

The foregoing certificate of Catherine Lamm (2), a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this Office in Book 112, Page 876, this 29 day of Oct, 2002, at 4:50 o'clock P.M.

Celli W Brunson
Register of Deeds of Wilson County
By Missy Stitt
act

See attached

EXHIBIT A

BEING all of Lots Number 1 through 23 and all areas designated as "Open Space" as set forth on a map entitled "Final Plat - Phase Four, The Village Country Club West, recorded in Book 30, Pages 211 and 212, Wilson County Registry.