

Section 1

BOOK 1071 PAGE 429

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

WEYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as Declarant, being the owner of all of the following described property situated in Number 8 Township, Craven County, North Carolina:

All those lots which are designated numbers 1 through 65 upon a map entitled Greenbrier Subdivision, Section I, prepared by Robert M. Chiles, P.E., dated the 6th day of September, 1983 and recorded in Plat Cabinet D, Slide 505, in the office of the Register of Deeds of Craven County, and which is by reference incorporated herein;

does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all of the above mentioned lots and any portion thereof shall be improved or sold and conveyed by the aforesaid owner. Each and every of these covenants, conditions, reservations, and restrictions is for the benefit of each owner of any lot or lots in such subdivision, or interest therein, and shall inure and pass with each and every parcel of such subdivision and shall forever run with and be appurtenant thereto and shall bind the respective successors in interest of the present owners thereof, forever, subject to the limitations thereon as hereinafter provided. These covenants, conditions, reservations, and restrictions are imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof:

1. PROPERTY CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on any lot, and the proposed location and orientation in relation to streets, lot, or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Property Control Committee, hereinafter called "Committee", as the same is from time to time composed.

B. The Committee shall be composed of three (3) members. Weyerhaeuser Real Estate Company shall have the right to appoint and remove for cause or without cause members of the Committee.

C. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. The Committee shall reserve the right to require a filing fee of no more than \$50.00 to accompany the submission of such plans to defray Committee expenses.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final and not subject to appeal or review.

F. Neither the Committee nor any agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. The Committee or its agents shall have the right to inspect all construction to insure that the structure is in accordance with the approved plans, specifications and details.

No structure or improvement shall be made unless it conforms substantially to the approved plans, specifications and details.

2. USE SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

A. Dwelling - Only single family residential structures will be erected or placed on any lot in the subdivision. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitorium, or doctor's office or other multiple family dwelling shall be erected, placed, permitted, or maintained upon such premises or any part thereof. No improvement or structures of any kind, other than an approved private dwelling house, patio walls, swimming pools, and customary outbuildings, garage, carport, or servant quarters may be erected, placed, or maintained on any lot in such subdivision; any garage, carport, servants quarters, or other out buildings shall be of the same design as the dwelling house.

B. Size - Single story residences shall contain not less than 1,500 heated square feet; two story residences, shall contain not less than 900 square feet on the ground floor and a two floor total of not less than 1,800 sq. ft. The dimensions relating to the size of residences means the size of heated areas and specifically excludes porches, carports, garages, similar additions or extensions of the main residence.

C. The Committee, its successors or assigns, shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures,

including but not limited to fences, walls, and copings. Such regulations shall, in the Committee's sole discretion, conform with the general development scheme.

D. Setbacks - No building on any lot shall be located nearer to any property line than 40 feet from the front line, twenty (20) percent of mean lot depth from the rear line, and 15 feet from side lines.

E. Fences - In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision all property lines shall be kept free and open. No fences shall be permitted on any lot or lot line unless, in the sole opinion of the Committee, a fence or other enclosure will contribute to and be in keeping with the character of the area.

No above-ground structure (except approved fences or walls) may be constructed or placed on any lot in the subdivision except within the building lines stated in Section 2.D of these covenants.

3. -- GENERAL PROHIBITIONS AND REQUIREMENTS

A. Plumbing - All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority. No outside toilet shall be constructed or permitted on any lot except during construction of the main residence.

B. No temporary residence, mobile home, trailer, camper, tent, or other building shall be placed on or erected on any lot, provided, however, that the Committee may grant

permission for any such temporary structure for storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling place.

C. Once construction is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement, with extensions, as approved by committee.

D. No residence shall be occupied until the same has been substantially completed in accordance with plans and specifications.

E. Animals and Pets - No animals, birds, or fowl shall be kept or maintained on any part of any lot except not to exceed two dogs, two cats, and two pet birds, which may be kept thereon for the pleasure and use of the owners of any lot, but not for any commercial use or purpose. All pets must remain in the confines of the owner's property.

F. Trucks, Vans, Trailers, Etc. - No trucks of any nature other than pick-up trucks, small vans, or trailers shall be parked overnight on any lot except in an enclosed garage. A pleasure boat on its trailer and recreational vehicles may be parked or stored on that part of any lot away from the street lying beyond the front building line.

G. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.

H. No motor vehicle, cart, or the like shall enter any lot except from the street or streets to which any such lot is adjacent. There will be no temporary or permanent access from

Greenbrier Parkway to any lot or lots.

I. Every storage tank, including but not limited to fuel storage tanks, shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or placed and kept as not to be visible from any street except as permitted by committee.

J. All outdoor poles, clothes line and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street.

K. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Committee.

L. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

M. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

N. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.

O. Only one antenna mast will be permitted not to exceed fifteen feet above the highest ridge of the house to which it is attached. All such antennas must be attached to the house. No towers will be allowed.

P. Any dwelling or outbuilding on any lot which is destroyed in whole or in part in fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than six (6) months.

Q. No tree over six inches in diameter shall be removed from any lot without the prior written consent of the Committee.

R. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in the Subdivision. No outside burning of wood, trash, leaves, garbage or household refuse shall be permitted.

S. No signs, billboards or other advertising structure of any kind may be erected or maintained upon any lot except a "House for Sale" sign not exceeding 2' X 2' in size.

T. All homes are required to have an enclosed garage.

U. All homes are required to have paved driveways a minimum of 40 feet into the property. Use of driveway material from the 40 foot setback is left to the discretion of the homeowner. This requirement will provide for a consistent curb appeal throughout the development.

V. Resubdivision of Lots - Resubdivision shall be permitted only for the purpose of adding on to existing lots and shall not be permitted in the event that any such add on would leave a residue. More specifically, any individual lot owner wishing to enlarge his lot by purchasing an adjoining lot will have to purchase the entire adjoining lot or split it with the land owner joining on the other side of said adjoining lot.

4. EASEMENT

A. Declarant reserves for itself, its successors and assigns, for purposes it deems incident to its development of the real property subject to these Restrictions, in addition to those shown on the recorded plat, the following easements and/or right of way:

1) All lots shall be subject to a 10' utility easement along side yard and rear yard property lines, and to a 15' utility easement along front yard property line.

2) Declarant also reserves the right to trim, cut and remove any trees and brush for the installation, operation and maintenance of utility lines, gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.

B. Declarant reserves for itself, its successors and assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

C. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken, which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels in the easement; which may obstruct or retard the flow of water through drainage channels in the easements; or which damage or interfere with established slop ratios or

create erosion problems; provided, however, that where the existing location of an easement or drainage channel reserved in these restrictions or shown on the recorded map would hinder the orderly development of the lot on which the easement is located, the easement or drainage channel may be relocated by Declarant. Improvements within such areas shall also be maintained by the respective lot owner except for those which a public authority or utility company is responsible.

Any person, firm, or corporation acquiring title to two or more continuous lots shall be allowed to erect a residence or other allowable structure across the interior lot lines and the easements reserved herein as on the recorded map that would be relative to such interior lot lines shall be withdrawn and not constitute an encumbrance on such lot.

Any relocation or withdrawal shall be first approved by the Committee and a recorded plat showing the easement as originally located and as withdrawn or relocated shall be recorded in the Office of the Register of Deeds of Craven County.

5. COMMITTEE'S RIGHT TO PERFORM CERTAIN MAINTENANCE

In the event an owner of any lot shall fail to maintain the premises and/or the improvements situated thereon in a manner satisfactory to the Committee, the Committee shall have the right, through its agents and employees, to enter upon said lot and clear, clean, repair, maintain and restore the lot and the exterior of any building and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such Committee shall have voted in favor of its being

exercised. The cost of such maintenance shall be considered a legal obligation of the lot owner for which the Committee may maintain an action in a court having jurisdiction, but shall not constitute a lien on said lot unless and until a final judgement of such court shall be entered in the Office of the Clerk of Court of Craven County.

6. REMEDIES

A. The Committee or any property owner or any party to whose benefit these restrictions inure may proceed at law equity to prevent the occurrence, continuation or violation of any of these Restrictions and the court in any such action may award the successful party reasonable expense in prosecuting such action, including attorneys' fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of the Declarant the Committee or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

7 GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract of the purchase thereof, whether from Declarant or a subsequent owner of such

lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee whose lot is adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to his residence.

8. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of any from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

9. VARIANCES

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purpose of the general development scheme and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvement in the neighborhood or the Subdivision. Any such variance shall be approved by the Committee in writing and delivered to the lot owner.

10. CAPTIONS

The captions preceeding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

11. DURATION OF COVENANTS

All of the covenants, conditions and restrictions herein contained shall continue and remain in full force and effect at all times against the owner of any lot in such subdivision, regardless of how such owner acquired title, until the commencement of the calendar year 2013, on which date all of such covenants, conditions and restrictions shall terminate and end and thereafter be of no further legal or equitable effect

on such premeised or any owner thereof; provided, however, that these covenants, conditions and restrictions shall be automatically extended for a period of the (10) years and thereafter in successive ten year periods of the base period, the owners of a majority of lots in the subdivision shall, by written instrument duly recorded, declare a termination of the same. Each and every of the covenants, conditions and restrictions and servitudes contained herein shall be considered to be an independent and separate covenant and agreement, and in the event of any one or more of such covenants, conditions and restrictions and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, conditions and restrictions, and servitudes shall nevertheless remain in full force and effect.

IN TESTIMONY WHEREOF, Weyerhaeuser Real Estate Company has caused these presents to be signed in its name by its Vice President, attested by it Asst Secretary, with its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

By: William P. DeLoach
VICE President



ATTESTED BY:

Beverly J. Miller
Asst Secretary

STATE OF WASHINGTON

COUNTY OF KING

This is to certify that before me personally came William R. Pohlman, Vice President with whom I am personally acquainted, who, being by me duly sworn, says that Beverly J. Miller, is the Asst Secretary of Weyerhaeuser Real Estate Company, the corporation described and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Vice President, and that said Vice President and Asst Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal, this 30 day of November 1983.

Beverly J. Halter
Notary Public



My Commission Expires:

Sept. 1, 1987

State of North Carolina, Craven County

The foregoing certificate(s) of Beverly J. Halter
By Beverly J. Halter

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1071 Page 429

This 30 day of Nov. A.D. 1983 at 1:00 o'clock PM
Beverly J. Halter
Register of Deeds Asst./Deputy Register of Deeds