

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

RESTRICTIVE COVENANTS  
GREENBRIER - SECTION VII  
SINGLE FAMILY SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, dated for purposes of reference only this 5th day of August, 1994, by WEYERHAEUSER REAL ESTATE COMPANY, a corporation qualified to do business in the State of North Carolina (hereinafter "Declarant").

R E C I T A L S:

Declarant has, by recordation of a subdivision plat, subdivided certain property shown on said plat into lots intended for utilization for construction of single family homes. The subdivision plat is recorded in Map Book F, Page 168 F&G Craven County Registry, and all property shown thereon is hereinafter referred to as the "Subdivision." Each numbered lot shown on the recorded plat is referred to herein as a "Lot." There shall also be included within the "Subdivision" the right of way of Carmel Lane extending in a generally westerly direction from the eastern right-of-way of Pine Valley Drive and connecting Pine Valley Drive to the Lots as shown on the subdivision plat above referenced.

Within the Subdivision and as shown on the recorded plat, there has been dedicated a public street right-of-way, and there has been constructed within such right of way, in accordance with applicable construction standards of the State of North Carolina and the City of New Bern, North Carolina, a subdivision road named Carmel Lane. Carmel Lane is a public street maintained by the City of New Bern. Access to each Lot within the Subdivision is over Carmel Lane as shown on the recorded plat of the Subdivision.

In order to maintain the common areas within the Subdivision, and in order to enforce these Restrictive Covenants and to provide an organization for the benefit of the owner of each Lot within the Subdivision, Declarant has chartered a North Carolina nonprofit corporation named GREENBRIER - SECTION VII ASSOCIATION, INC. (the "Association"). The owner of each Lot is a member of the Association, and the owner of each Lot is obligated to pay dues and assessments to the Association for the benefit of the Association and the owner of each Lot within the Subdivision. The organization and operation of the Association is described in these Restrictive Covenants and in the By-Laws of the Association.

It is the desire and intention of Declarant, for its benefit and with the intent of preserving the value of each Lot, to restrict the utilization of and improvements on each Lot within the Subdivision in accordance with guidelines established herein. Therefore, Declarant hereby subjects the property described hereinafter to the terms and provisions of these Restrictive

Covenants for the use and benefit of all present and future Lot owners within the Subdivision.

1. DESCRIPTION. This Declaration shall run with the land and shall bind and inure to the benefit of the owner of each Lot within the Subdivision, and the property made subject to these Restrictive Covenants is all of the property shown on that plat of Greenbrier-Section VII recorded in Map Book F, Page 168 F&G, Craven County Registry, as the same may be amended from time to time, as well as the right of way of Carmel Lane extending from the eastern right-of-way of Pine Valley Drive to the property described on said subdivision plat.

2. ADDITIONAL PROPERTIES. Declarant reserves no right to subject additional property to the terms and provisions of these Restrictive Covenants.

3. SINGLE FAMILY UTILIZATION. This Restrictive Covenant restricts all numbered Lots subjected to its terms to use only for single family residential purposes. No home or other structure constructed within the Subdivision shall be utilized for commercial purposes, except that Declarant or its assigns shall be entitled to use any structure located within the Subdivision for purposes of assisting in the sale of Lots within the Subdivision.

4. BUILDING AND SITE RESTRICTIONS. The Architectural Control Committee of the Association shall approve all site improvement and landscaping plans proposed for each Lot, and shall further approve the location of all buildings, structures and improvements on each Lot, including, but not limited to driveways, retaining walls, decks, porches and other incidental structures. No tree of a size of six inches in diameter or greater (measured 2 ft. above natural grade at tree base) shall be removed from any Lot without the permission of the Architectural Control Committee. In addition, the following restrictions shall apply:

(a) No more than one (1) single family house shall be allowed per Lot. All houses shall be single story or one and one-half story. No two story houses shall be allowed.

(b) All living units must be constructed in accordance with standards for single family homes included in the North Carolina Uniform Residential Building Code, notwithstanding whether or not such homes are constructed in whole or in part on site. No homes may be moved onto any Lot if such home has previously been occupied and used as a residential living unit elsewhere. No mobile home (home built in accordance with manufactured home standards imposed by the Federal Construction and Safety Standards Act) or other structure designed for transportation on attached axles and wheels shall be located on any Lot. No temporary structures shall be allowed.

(c) The roof pitch of all houses shall be no less than 6/12 pitch and no greater than 8/12 pitch.

(d) No "For Rent" or similar sign shall be allowed on any Lot, or shall be placed so as to be visible from any street.

(e) No "For Sale" sign shall be allowed, unless said sign is of a size no greater than four (4) square feet in size, and the number of such signs shall be limited to one per Lot. No such sign shall remain on any Lot, or shall be placed so as to be visible from any street, prior to a valid and binding listing agreement being signed with the broker placing said sign on the Lot (unless the sign reads "For Sale By Owner"), and any such sign must be removed within three (3) business days following the execution of a valid contract of sale for the Lot upon which such sign is located, regardless of whether or not the purchase contract contains any conditions. Under no circumstances shall any allowed sign be placed so as to be easily visible from any portion of the golf course adjacent to the Subdivision.

(f) The minimum square footage of heated, enclosed living space for each approved residential structure shall be 2,000 square feet. Carports, garages, attics, porches, patios and decks shall not be considered heated, enclosed living space. Each approved residential structure shall include a two-car garage, and shall further include a concrete driveway leading from the adjacent public right-of-way to said garage.

(g) Except as specified in this subparagraph, there are no absolute building setback requirements other than those that may be imposed by a local government or those shown on the recorded plat of the Subdivision. However, no structure will be allowed in the rear 150 foot of Lots 1, 2, 3, 4 and 5 or the rear 30 feet of Lots 6, 7, 8, 9, 10 and 11. For purposes of this restriction, the front of a lot shall be deemed to be the portion of the lot adjoining the right-of-way of Carmel Drive; the rear of a lot shall be deemed to be the portion of a lot immediately opposite to the front of a lot and shall specifically include any portion of the lot adjoining the golf course.

(h) No clearing, cutting of vegetation or trees, except as may be necessary to remove diseased or dead trees or vegetation, and no grading shall be allowed in the buffer area encompassing the rear 75 feet of Lots 1, 2, 3, 4 and 5; any clearing, cutting of vegetation or trees or grading of the 75 foot area adjoining the buffer area on said lots shall require the express approval of the Architectural Control Committee in accordance with the standards set out in Paragraph 5 hereunder.

(i) Fences are subject to the complete jurisdiction of the Architectural Control Committee as to location, style, materials and height. As used herein, fences shall include walls,