

EXPLANATION STATEMENT TO CORRECT OBVIOUS
MINOR ERROR MADE IN AN INSTRUMENT ORIGINALLY
RECORDED IN BOOK 1223, PAGE 1072,
CRAVEN COUNTY REGISTRY

The undersigned hereby certifies that the following
correction has been made in the above named recorded instrument
in accordance with the provision of N.C.G.S. 47-36.1:

This instrument is re-recorded to reflect the recorded
map referenced herein. Recording information was
omitted from previous recording on Page Twenty-One
(21).

This the 24th day of July, 1989.


T. R. Thompson, Jr.
Attorney for Weyerhaeuser Real
Estate Company

This explanation statement together with the attached
instrument was duly re-recorded at 9:00 o'clock A.m.,
this the 25 day of July, 1989.
Recorded in Book 1228, Page 710.

REGISTER OF DEEDS
CRAVEN COUNTY

By: 

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

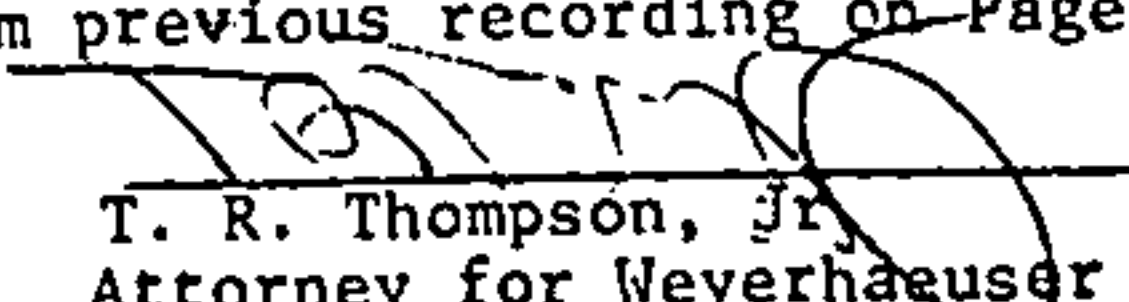
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

These covenants Made this 7th day of June, 1989,
by 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 of lots Number One (1) through Twenty-five (25) and
all of the common areas, including the two (2) common
driveway easements, shown on that map prepared by
Robert M. Chiles, P. E., dated January 6, 1989, and
identified by the following legend: "Fairwoods At
Greenbrier". This map is duly of record in Plat Cabi-
net E, Slide(s) 377-280, Craven County Regis-
try, and further reference is made to said map for a
more complete and accurate description of this property
by metes and bounds.

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 subdivi-
sion, 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 cove-
nants, conditions, reservations, and restrictions are imposed

This instrument is re-recorded to reflect the recorded map referenced herein.
Recording information was omitted from previous recording on Page 21.
This the 21st day of July, 1989.


T. R. Thompson, Jr.
Attorney for Weyerhaeuser Real
Estate Company

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upon such lots for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which are to be construed as restrictive covenants running with the title of such lots and with each and every parcel thereof:

1. PROPERTY CONTROL

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, shall require prior written approval of the Declarant. Further, any later exterior changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations, or additions thereto on any lot shall also be subject to, and shall require the prior written approval of the Declarant, Weyerhaeuser Real Estate Company.

B. There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alterations of which is desired. 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 thereof 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, roof design and material, and landscape planting. The Declarant shall reserve the right to require a filing fee of no more than \$50.00 to accompany the submission of such plans.

C. The Declarant 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 Declarant for its permanent files.

D. The Declarant 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 Declarant deems the plans, specifications or details, or any part thereof, to be contrary

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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 Declarant shall be final and not subject to appeal or review.

E. Neither the Declarant nor any agent thereof 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.

F. The Declarant 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. If the finished building or other structure does not comply with the submitted plans and specifications, the Declarant retains the right to make the necessary changes at owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred. Any lien obtained will be subordinate to any first deed of trust on the property. No structure or improvement shall be made unless it substantially conforms with the approved plans, specifications and details.

G. Declarant, at its option, may appoint an Architectural Control Committee to oversee property control functions as outlined herein and the Committee will have the same power and authority as the Declarant. The Committee shall be composed of three (3) members. The Declarant shall have the right to appoint and remove for cause or without cause members of the committee as long as the Declarant is a Class B member of Fairwoods Homeowner's Association. At such time as the Declarant becomes a Class A member of Fairwoods Homeowner's Association, then and in that event, the Board of Directors of Fairwoods Homeowner's Association shall appoint the committee and shall have the same powers with regard to the committee as those now held by the Declarant.

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 property herein described. No building or structure intended for or adapted to business purposes, charitable, or religious organizations and no apartment house, double house, lodging house, rooming house, hospital, sanitarium, or doctor's office or other multiple family dwelling shall be erected, placed, permitted or maintained upon such premises or any part thereof.

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B. Size - Single story residences shall contain not less than 1,500 heated square feet; two (2) story residences shall contain not less than 900 square feet on the ground floor and a two (2) floor total of not less than 1,800 square feet.

C. The Declarant, its successors and 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, copings, and mailboxes. Such regulations shall, in the Declarant'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 thirty (30') feet from the front line, twenty (20%) percent of mean lot depth from the rear line, and ten (10') feet from side lines. Since the establishment of standard inflexible building set-back lines for location of buildings tends to force construction of structures both directly behind and directly to the side of other structures with detrimental effects on privacy, view of the golf course, preservation of important trees and so forth, no specific set-back lines are established by these covenants except as set forth above. In order to insure, however, that the location of structures will be staggered where practical and appropriate, so that the maximum amount of view and attractiveness will be

available to each structure, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of large trees, lot elevations and similar considerations, Declarant reserved unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all properties; provided, however, that such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. Exact location of the dwelling and outbuildings shall be shown on the site plan for each lot and approved by the Declarant.

E. Fences - In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within Greenbrier, all property lines shall be kept free and open. No fences shall be permitted on any lot or lot lines unless, in the sole opinion of the Declarant, a fence or other enclosure will contribute to and be in keeping with the character of the area. In general, approved fences must be made of wood, not exceeding five (5') feet in height and be attached to and located directly behind the dwelling. No rear yard fences, dog pens or outbuildings will be allowed on lots that adjoin the golf course or any lake.

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F. 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 sewage system 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. Temporary Structures - No temporary residence, mobile home, trailer, camper, tent, or other building shall be placed on or erected on any lot, provided, however, that the Declarant 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. Construction Schedule - 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 the Declarant.

D. Occupancy - No residence shall be occupied either temporarily or permanently until completed in accordance with plans and specifications. This covenant supercedes temporary occupancy permits that may be available from the City of New Bern.

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 purposes. All pets must remain in the confines of the owner's property.

F. Trucks, Vans, Trailers, School Buses, Etc. - No trucks or buses of any nature other than pick-up trucks, small vans, or trailers shall be parked overnight on any lot except in an enclosed garage. Neither a pleasure boat on its trailer or recreational vehicles may be parked or stored on premises unless placed within a closed garage.

G. Junk Cars - 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. Lot Access - 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. Trash Containers and Fuel Tanks - Every storage tank, including, but not limited to, fuel storage tanks, and every outdoor receptacle for ashes, trash, rubbish, or garbage, shall be installed underground, screened or placed and kept as not to be visible from the golf course or from any street except as permitted by Declarant.

J. Clotheslines - No outdoor clotheslines shall be permitted in this section of Greenbrier.

K. Model Home - No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so has been obtained from the Declarant.

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

M. Neighborhood Nuisance - No noxious, offensive, or illegal activities shall be allowed 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. New Materials - 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. Antenna and Satellite Dishes - Only one antenna mast will be permitted not to exceed fifteen (15') feet above the highest ridge of the house to which it is attached. All such antennas must be attached to the house. No towers or satellite dishes will be allowed.

P. Dwellings Destroyed - 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 ninety (90) days.

Q. Trash Dumpings, Burning, Etc. - No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot. No outside burning of wood, trash, leaves, garbage or household refuse shall be permitted.

R. Signs - All signs such as builders signs, realty signs, etc., shall be approved by the Declarant. These signs should be placed in the center of the lot six (6) feet behind the curb. Under no circumstances may signs be nailed to

trees or be visible from the golf course. Such signs may be used only on a temporary basis.

S. Garages - All homes are required to have an enclosed garage, attached or detached capable of housing two (2) vehicles.

T. Driveways - All homes are required to have concrete driveways. This requirement will provide for a consistent curb appeal throughout the development.

U. Parking - Each lot owner shall provide space for parking two automobiles off the street.

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 addition 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.

W. Lot Clearing - It is the intention of the Declarant that as many trees as practical, considering the intended use of the property, remain on the lots.

No living tree having a diameter of six (6) inches at a height of twelve (12) inches above the ground may be

cut on any lot subject to these restrictions without the prior written consent of the Declarant, except such trees as may be growing in the area upon which the residence is to be built or within ten (10') feet of that area.

X. Mailboxes - No mailbox or paper box or other receptacle of any kind for the use in the delivery of mail or newspapers shall be erected or located on any lot unless and until the size and design and type of material for said box shall have been approved by the Declarant.

SPECIAL RESTRICTIONS

4. SPECIAL RESTRICTIONS AFFECTING THESE LOTS AND GOLF FAIRWAY PROPERTIES

A. "Golf Fairway Property" is defined as all those properties intended for subdivision or development located adjacent to any golf course property.

B. That portion of any Golf Fairway Property within thirty (30') feet of the property or back line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual landscaping plans must be approved by the Declarant, before implementation.

C. There is reserved to the Declarant a "Golf Course Maintenance Easement Area" on each property adjacent to any golf course property. This reserved easement shall permit the Declarant at its election, to go onto any Golf Course Maintenance Easement Area and perform maintenance and landscaping activities. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash and debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such property within thirty (30') feet to the boundary line(s) bordering the golf course, or such lesser areas as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping right shall apply to the entire property until there has been filed with the Declarant a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

D. Until such time as a building or other structure is constructed on a property, the Declarant reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a property to recover a ball or

play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such property with a golf cart or other vehicle and shall not spend unreasonable time on such property. After construction of a building or other structure on a Golf Fairway Property, "Out of Bounds" markers may be placed on said property at the expense of the Declarant.

E. Owners of Golf Fairway Property shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash and the maintenance of unfenced dogs or other pets on the property under conditions interfering with play due to their loud parking, running on the fairways, picking up balls or other like interference with play.

F. Notwithstanding the provisions of paragraph C of this Section 4, the Declarant hereby reserves the right to

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allow an owner to construct a building or other structure over a portion of the "Golf Course Maintenance Easement Area" in those cases where it, in its uncontrolled discretion, subject to Article 2, Section D "Setbacks", determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course. Outbuildings on golf course lots are not allowed.

G. All buildings on lots abutting the golf course shall be so designed and oriented on their sites as to present an attractive appearance from the golf course as well as from the street side.

H. Ownership or lease of a "Lot" or property in Fairwoods At Greenbrier shall not give or act as a grant of any right to or privilege of membership in the Greenbrier golf facility or any easement, right of way, lease hold interest in or license to enter upon its property for any purpose.

5. EASEMENTS

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 rights of way:

(1) The Declarant reserves a perpetual easement in, on, over and under all streets, the two (2) common driveway easements, drainage and utility easements as shown on the subdivision plat for Fairwoods At Greenbrier heretofore referred to, and in, on, over and under a strip of land ten (10') feet in width (unless otherwise indicated on the plat) along the side, and twenty (20') feet in width along the rear, and fifteen (15') along all front yard property lines of each lot and area, with the full right of entry by it or its licensees for the purpose of establishing, constructing and maintaining any underground utility, conduits, and wires for telephone, electric power and other purposes, to lay, install and maintain facilities for sewage, potable, and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide and maintain any such activity or service.

(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

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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 slope 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 Declarant 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. The easements reserved herein and those shown 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 Declarant 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.

D. Lots Number Two (2), Three (3), Four (4), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24) and Twenty-Five (25) are subject to a common driveway easement as the same is shown on the map heretofore referred to.

E. No easement or easements, road or roads, for ingress, egress and regress to and from any lot shown on the map heretofore referred to and Craven Community College located adjacent thereto are to be established.

6. PROPERTY OWNER'S ASSOCIATION

A. There is established for Fairwoods At Greenbrier, The Fairwoods Homeowner's Association. The Association may operate as an unincorporated Association or as a non-profit Corporation as the members shall determine by a majority vote.

B. Every person or entity who purchases a lot in Fairwoods At Greenbrier subject to assessment shall be a member of Fairwoods Homeowner's Association, provided that any such person or entity who holds such ownership or interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot or townhouse which is subject to assessment.

C. The association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. When the Class B membership has been converted to the Class A membership, Declarant shall pay 25% of the annual assessment on unsold lots. However, prior to the Class B membership being converted to Class A membership, the Declarant shall not

pay an assessment on unsold lots. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 15, 1994.

D. Weyerhaeuser Real Estate Company shall convey the legal title, subject to all matters, conditions and restrictions of record, and those, if any, constituting constructive notice, to and control of the common areas, as hereinafter defined, of Fairwoods At Greenbrier to the Fairwoods Homeowner's Association on or before January 15, 1994. The common area to be owned by the property owner's association is described as follows:

All of the Common Areas, including the two (2) common driveway easements, as the same are shown on that map prepared by Robert M. Chiles, P.E., dated January 6, 1989, and identified by the following legend: "Fairwoods At Greenbrier". This map is duly of record in Plat Cabinet E, Slide(s) 277- 280, Craven County Registry and further reference is made to said map for a more complete and accurate description of the Common Area by metes and bounds.

E. Each property owner, by acceptance of a conveyance of property within Fairwoods At Greenbrier, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay:

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1. Annual assessments or charges;

2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time-to-time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge of the land and shall be a continuing lien upon the property against which each such assessment is made as hereinafter set out.

F. The assessments, annual and special, as fore-said, should be for the purpose of promoting the recreation, health, safety and welfare of the property owners; and in particular, for the improvement of and the maintenance of the facilities and common areas.

Those services important to the development and preservation of an attractive community appearance and for the privacy and general safety of all home sites include, but are not limited to, accounting and audits, the payment of taxes, insurance and maintenance on the Common Areas, maintenance of the two (2) common driveway easement as the same is shown on that map entitled "Fairwoods At Greenbrier" and heretofore referred to, facilities maintenance and improvements, security, utility bills, street lights, maintenance of entrance

sign, water meters, electric service hookups, and deposits for same. The Common Areas shall be landscaped and maintained consistent with the other Common Areas in the Greenbrier subdivision, such as the Community entrances on Greenbrier Parkway and Club House Drive.

Additionally, the Declarant or the Fairwoods Homeowner's Association may maintain any lot on which a home has not been built.

G. The annual assessment shall be FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS per lot on which there is located a dwelling and this assessment shall be paid by January 1 of each calendar year. Any lot on which construction has commenced by January 1, shall be considered a lot on which there is a dwelling. The annual assessment shall be NINE HUNDRED AND 00/100 (\$900.00) DOLLARS per lot on a lot upon which no dwelling is located and this assessment shall be paid by January 1 of each calendar year. The additional sum for which this assessment is made shall be used to maintain the lot.

The amount of this assessment may, after consideration of current maintenance cost and future needs, be reduced for any year. The Association may change the maximum and basis of the annual assessments for any period provided that any such change shall have the assent of a majority of the

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voting members of the Association voting whether in person or by a proxy at a meeting duly called for this purpose, and written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

H. The annual assessments provided for herein shall be on a calendar year basis and shall commence at the time each lot is conveyed to a property owner. Annual assessments shall be payable in advance and shall be adjusted where ownership is acquired during the year according to the number of days remaining in the calendar year.

I. In addition to the annual assessments authorized herein, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common properties, provided, any such assessment shall have the assent of a majority of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

J. The Association shall prepare and maintain a roster of all members and assessments applicable thereto which shall be accessible to all members of the Association at all times.

K. If the assessments, either annual or special, are not paid when due, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, become a continuing lien on the property. The personal obligation of the owner to pay such assessment, however, shall remain his personal obligation for the statutory period provided by law and shall not pass to his successors in title unless expressly assumed by them. The Property Owner's Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property.

L. The lien of the assessments provided for in this section shall be prior to and superior to all other liens except only:

(1) Ad valorem taxes.

(2) All sums unpaid on a first mortgage or deed of trust to secure debt of record. 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 the foreclosure

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of a first mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

M. There shall be exempted from the charge and lien credited herein all properties on which there is any easement or dedication to any public authority or for public use, and upon all common property.

N. Annual assessments as herein provided shall be collected by Fairwoods Homeowner's Association. When Fairwoods Homeowner's Association assumes control of the common properties, assessments shall be collected and disbursed for the purposes set out in Section 6-F.

O. The common property to be transferred by Weyerhaeuser Real Estate Company to Fairwoods Homeowner's Association is described as follows:

1. All of the property as shown on the map heretofore referred to.

2. The two (2) common driveway easements shown on the map heretofore referred to and they are to be used by the Declarant, the Fairwoods Homeowner's Association and the owners of the lots on which the driveway easements are located and they will be transferred subject to same.

7. DECLARANT'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 in keeping with other property in the neighborhood or community, the Declarant 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. The cost of such maintenance shall be considered a legal obligation of the lot owner for which the Declarant may maintain an action in a court having jurisdiction, but shall not constitute a lien on said lot unless and until a final judgment of such court shall be entered in the Office of the Clerk of the Court of Craven County. Any lien obtained will be subordinate to any first deed of trust.

8. REMEDIES

A. The Declarant or any property owner or any party to whose benefit these restrictions inure may proceed at law and in 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 attorney's fees.

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8. 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, 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 reoccurrence or continuation of said violation or the occurrence of a different violation.

9. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of the 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 power 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 and 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.

10. 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 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.

11. VARIANCES

The Declarant may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applica-

tion 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 improvements in the neighborhood or the Subdivision. Any such variance shall be approved by the Declarant in writing and delivered to the lot owner.

12. CAPTIONS

The captions preceding the various paragraphs and subparagraphs of the 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 neuter.

13. 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 premised or any owner thereof; provided, however, that these covenants, conditions and restrictions shall be automatically extended for a period of ten (10) years and thereafter in successive ten (10) year periods of the base period, until 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 and 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 Assistant Vice President, attested by its Assistant Secretary, with its corporate seal hereunto affixed, all by authority duly given, this the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

By: 

Assistant Vice President

(CORPORATE SEAL)

ATTEST:


Assistant Secretary

PREPARED BY:
T. R. THOMPSON, JR.
ATTORNEY AT LAW
AURORA, NORTH CAROLINA

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Nan W. Rackley, Notary Public, certify that Cherri Taylor, personally came before me this day and acknowledged that she is Assistant Secretary of Weyerhaeuser Real Estate Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by John M. Doughty, its Assistant Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

My commission expires 4-21-92.

Witness my hand and official seal, this the 7th day of June, 1989.

Nan W. Rackley
Notary Public

(OFFICIAL SEAL)

State of North Carolina, Craven County
The foregoing certificate of Nan W. Rackley
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 1223 Page 1072
This 7 day of June, 1989 at 10:15 o'clock AM
[Signature]
Register of Deeds Asst./Deputy Register of Deeds

PREPARED BY
T. R. THOMPSON, JR.
ATTORNEY AT LAW
AURORA, NORTH CAROLINA