

**COVENANT QUESTIONS & ANSWERS
FOR THE GPOA BOARD OF DIRECTORS
AND THE
ARCHITECTURAL AND COVENANT COMMITTEE**

QUESTION 1:

Throughout the covenants (Sections 1 through 6) the word "Declarant" is mentioned many times. What does this mean?

ANSWER:

Prior to June 30 1995 Declarant meant Weyerhaeuser Real Estate Company. On that date the assignment of Covenant compliance rights and responsibilities was transferred to the Greenbrier Property Owners Association. Since June 30, 1995, the word Declarant in our Covenants means the Greenbrier Property Owners Association. In the text that follows I will substitute GPOA for Declarant.

QUESTION 2:

Do I need the written approval of the GPOA to make any change to my property?

ANSWER:

Yes. Paragraph 1.A of all Covenants (Section 1 through 6) states " 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 GPOA, 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 GPOA.

QUESTION 3:

Does the GPOA have a right to disapprove my plans?

ANSWER:

Yes. Paragraph 1.D in all Sections except Section 1 (paragraph 1.E in Section 1) states " The GPOA 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 or with adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the GPOA deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any parts of the real property subject thereto or the owners thereof. The decisions of the GPOA shall be final and not subject to appeal or review".

QUESTION: 4

Does the GPOA have the right to inspect all structures to insure the structure is in accordance with approved plans, specifications and details?

ANSWER:

Yes, as stated in Section 1.G in all Covenants (Section 1 through 6) " The GPOA 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 substantially conforms with the approved plans, specifications and details". (Sections 2 through 6 expand this paragraph) "If the finished building or other structure does not comply with the submitted plans and specifications, the GPOA retains the right to file under the North Carolina lien laws notice of liens for any costs incurred. Any lien will be subordinate to any first deed of trust on the property".

QUESTION 5:

Can the GPOA enforce various Policies, Guidelines, Standards and Practices it has developed and approved to fairly apply the Covenants across all Sections of Greenbrier and to clearly describe the construction of various structures?

ANSWER:

Yes. Paragraph 2.C (In all Sections except Section 5; paragraph 2.D in Section 5) states that" The GPOA, its successors or assigns, shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures (other than houses), including but not limited to fences, walls, copings and mailboxes. Such regulations shall in the GPOA's sole discretion, conform with the general development scheme". This paragraph was interpreted by former GPOA boards as the vehicle through which to develop concise and uniform policies for tree removal, fence, guidelines, mailbox and post policy, additions and outbuilding policy, sign and sign placement policy as a benefit to the residents of Greenbrier. These revisions continued the same policies and practices administered by Weyerhauser prior to June 30 1995. The Building Standards are a copy of the standards imposed by Weyerhauser during the development of Greenbrier. The Additions and Outbuilding Policy is a statement of requirements taken from the Covenants and enforced by Weyerhauser. When several residents asked the GPOA for detailed plans for a propane tank screen one was developed and approved under the umbrella of paragraph 2.C. As technological advances yielded the mini satellite dishes and the GPOA got requests for their installation a standard was developed and approved via paragraph 2C. And when several residents submitted applications for flagpole installations the GPOA researched the subject and developed a policy under paragraph 2C. In each case the GPOA was very careful to approve these Policies, Practices, Guidelines, etc. so that they conform to the general development scheme of Greenbrier as required by paragraph 2.C. Since these Policies, Practices, Guidelines, etc. have been developed and approved by the GPOA and apply to all of Greenbrier (section 1 through 6) they by definition supersede similar subject matter in various Covenants. None of these contradict the same subject matter in our Covenants but expand and clarify the processes necessary to implement a change to our properties.

QUESTION 6:

Can I locate my house anywhere I want on my lot as long as I stay within the setbacks for my Section?

ANSWER:

No. As stated in paragraph 2.D in Section 1 through 6 "No building on any lot shall be located nearer to property line than 40 feet from the front line, 20 percent of the mean lot depth from the rear line, and 15 feet from side lines (lots 317 to 347 in Section 5- 30 feet from the front line, 10 feet from the side lines). Sections 2 through 6 continue with "Since establishment of standard inflexible building setback lines tend to force the 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 setback 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 structure will be located with regard to topography of each individual lot, taking into consideration the location of large trees, lot elevations and similar considerations, the GPOA reserves 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 to 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 GPOA.

QUESTION 7:

It's my property - can I install a fence anywhere I want?

ANSWER:

No. Paragraph 2E in all Sections (1 through 6) states " In order to preserve the natural quality and aesthetic appearance of geographic areas within the subdivision 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 GPOA, a fence or other enclosure will contribute to and be in keeping with the character of the area". In Sections 2, 3, 4B, 5&6 paragraph 2E continues; " In general, approved fences must be made of wood, not exceeding 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". In Section 4A paragraph 2E states " no rear yard fences, dog pens, or outbuildings will be allowed on lots 1 - 14". Because there were so many applications for fences the GPOA decided to develop a Fence Guideline to describe for our residents the kind offence that would be approved in keeping with the intent of paragraph 2E.

QUESTION 8:

Can I build a tool shed in the rear corner of my lot?

ANSWER:

No. Paragraph 2.F (paragraph 2.E in Section 1) states that "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.