

IV-A

These covenants made this 1st day of May 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 those lots which are designated numbers 1 through 14 upon a map entitled Section IV-A, AUGUSTA COURT at GREENBRIER, a Weyerhaeuser Real Estate Company planned unit development, prepared by Robert M. Chiles, P.E., dated December 22, 1988 and recorded in Plat Cabinet E, Slides 310 and 311, 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

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 alteration 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 specification 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 main-

tained, 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 fifty and no one hundred dollars (\$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; if plans and specifications do not conform to building standards established for Augusta Court; or in the event the Declarant 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 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 have the same number of members and shall operate in the same manner as the Property Control Committee for Greenbrier Section I as set forth in Book 1071 Page 429 Craven County Register of Deeds. Reference is hereby made

to those covenants for their terms and provisions in this regard.

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. No improvement or structure of any kind, other than an approved private dwelling house, patio walls, swimming pool, or garage, may be erected, placed, or maintained on any lot.

Any garage, or other outbuildings shall be of the same design and color scheme as the dwelling house. In addition, the Declarant reserves the right to require that the aforementioned buildings be of the same material and design as the residence. This requirement would be applicable when rear yard visibility is of significance to the aesthetics of the community or golf course.

B. Size - For Lots 1-14, single story homes shall contain no less than 2,000 square feet and two story homes shall contain no less than 1,200 square feet on the ground floor and a two floor total of no less than 2,400 square feet.

C. The Declarant, 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, 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 40 feet from the front line, twenty (20) percent of mean lot depth from the rear line, and 15 feet from side lines. Since the establishment of standard inflexible building setback 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 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 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 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 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 - No rear yard fences, dog pens or outbuildings will be allowed on lots 1 - 14.

F. No aboveground structure 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 purpose. 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 pickup trucks or small vans, shall be parked overnight on any lot except in an enclosed garage. Pleasure boats, utility trailers and recreational vehicles may not be parked or stored on any part of the premise except in an enclosed 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 the Declarant.

J. Clotheslines - Clotheslines of any type are prohibited.

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. Lakes, Docks, Etc. - No owner, whether or not his property is bounded by the waters of a lake, pond, stream or creek, shall by virtue of his ownership of any property, acquire any right, title or interest in or to the lakes, ponds, streams or creeks within the property or the beds, waters or surfaces thereof. No docks, floats, boathouses, bulkheads, dams or other structures shall be built in such lakes, ponds, streams or creeks. Swimming is not allowed in any lake or pond.

Q. 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 slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than ninety (90) days.

R. 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.

S. 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. Such signs may be used only on a temporary basis.

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

U. Driveways - All homes are required to have concrete driveways. This requirement will provide for a consistent curb appeal throughout the development. Brick columns or like structures at end of driveways are prohibited.

V. Parking - Each lot owner shall provide space for parking two automobiles off the street, exclusive of the garage.

W. 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.

X. 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 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.

Y. Mailboxes - No mailbox or paperbox 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 LOTS 1-14, GOLF FAIRWAY PROPERTIES AND LAKE LOTS

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 or 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 of the boundary line(s) bordering the golf course, or such lesser area 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 barking, 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 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. Out buildings on golf course lots are generally discouraged by Declarant.

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 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.

I. Declarant reserves the right for itself or its agents, to access along all lake edges for the purpose of lake management activities such as but not limited to, fish stocking, algae control, vegetation control, and water testing. Access will be confined to the 20' easement shown on the plat.

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, lanes, drainage and utility easements as shown on the subdivision plats on the individual sections to be developed by it 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 rear and fifteen (15) feet 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, as well as the maintenance of the bulkheads and an earth dam. 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 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 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.

6. COMPANY'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 judgement of such court shall be entered in the Office of the Clerk of Court of Craven County. Any lien obtained will be subordinate to any first deed of trust.

7. 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 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, 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.

8. 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 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.

#### 9. 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.

#### 10. VARIANCES

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

#### 11. 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 the neuter.

12. 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 premises 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 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 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 Assistant Vice President, attested by its 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 

Assistant Vice President

(CORPORATE SEAL)

ATTESTED BY:



Asst. Secretary

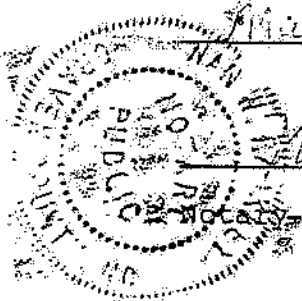
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

This is to certify that before me personally came John M. Doughty, Assistant Vice President with whom I am personally acquainted, who, being by me duly sworn, says that Cherri Taylor, is the Asst. Secretary of Weyerhaeuser Real Estate Company, the corporation described and which executed the foregoing instrument; that he knows that 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 Assistant Vice President, and that said Assistant 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 23rd day of

May 1989



Alan W. Backley

Notary Public

My Commission Expires:

4-23-92

State of North Carolina, Craven County

The foregoing certificate(s) of Alan W. Backley

A. W. Backley  
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 1222 Page 415

This 23 day of May, 1989 at 10:45 o'clock A

[Signature]

Register of Deeds

Asst./Deputy Register of Deeds