

NORTH CAROLINA

CRAVEN COUNTY

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Book 2180 Page 400

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**TERMINATION OF EXISTING COVENANTS
DECLARATION OF NEW RESTRICTIVE COVENANTS
GREENBRIER – SECTION VII**

GREENBRIER – SECTION VII ASSOCIATION, INC., a North Carolina nonprofit corporation (hereinafter referred to as the “Association”), on this the 3rd day of May, 2004, on behalf of and at the direction of ALL of the Owners of Lots within the GREENBRIER – SECTION VII subdivision, terminate the Restrictive Covenants recorded in Book 1430, Pages 266 through 277, and simultaneously declare New Restrictive Covenants to apply to the aforesaid subdivision.

RECITALS

Whereas, Weyerhaeuser Real Estate Company did, by Restrictive Covenants recorded in Book 1430, Pages 266 through 277, subject GREENBRIER – SECTION VII (hereinafter called “Subdivision”) property described therein to the terms, provisions and conditions of said Restrictive Covenants (hereinafter called “Covenants”); and

Whereas, the Covenants provide in subparagraph 10 entitled “Amendments” that the Covenants were to remain in effect until January 1, 2005 unless a document terminating or modifying the Covenants is recorded prior to that date in the office of the Register of Deeds of Craven County, which termination shall require approval of eighty percent (80%) of the Lots subjected to the Covenants; and

Whereas, the requisite majority of the Lot Owners affected by the Covenants have determined that the Covenants, as existing, no longer represent their best interests and have approved a new set of Restrictive Covenants (hereinafter called “New Covenants”) and have directed their Association to cause the existing Covenants to be terminated and New Covenants, as hereinafter described, to be substituted in its place.

The Subdivision plat plan is recorded in Map Book F, Page 168 F & G (and as amended in Book 2090, page 166) Craven County Registry, and all property shown thereon is hereinafter referred to as the “Subdivision.” Within the Subdivision is the right of way of Carmel Lane extending in a generally westerly direction from the eastern right-

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1210 Carmel Lane
New Bern NC
28550*

of-way of Pine Valley Drive and connecting Pine Valley Drive to the Lots as shown on the subdivision plat above referenced.

In order to enforce the Restrictive Covenants and to provide an organization for the benefit of the owner of each Lot within the Subdivision, the Association was chartered as a nonprofit corporation under North Carolina law. 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 intent of the Association to preserve the value of each Lot and to restrict the utilization of and improvements on each Lot within the Subdivision in accordance with guidelines established herein. Therefore, the Association, with the approval of the Lot Owners in the Subdivision, 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. These covenants 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, (and as amended in Book 2090, page 166)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. SINGLE FAMILY UTILIZATION. This Covenant restricts all Lots within this Subdivision to be used for single family residential purposes only. No home or other structure constructed within the Subdivision shall be utilized for commercial purposes, group homes, including use by government, medical, charitable or religious organizations.

3. 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 pre-manufactured home (manufactured offsite and then moved to a Lot within the subdivision) or any structure designed for transportation on attached axles and wheels shall be located on any Lot. No temporary structures or stand alone storage units 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 or the golf course adjacent to the Subdivision.
- (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 structures 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 at least 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 75 feet (the buffer area) 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 Lane; 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) Each Lot Owner shall have the primary responsibility of maintaining in a healthy and attractive condition all exterior landscaped and natural areas of his/her Lot including any approved structures or fences. No clearing, cutting of vegetation or trees, except as may be necessary to remove diseased or dead trees or vegetation and for normal mowing, and no grading shall be allowed in the rear 75 feet (the buffer area) of Lots 1, 2, 3, 4, and 5. Except for the removal of diseased or dead trees or vegetation, any clearing, cutting of vegetation or trees in the buffer area shall require the approval of the Architectural Control Committee.
- (i) 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 unless, in the sole opinion of the Architectural Control Committee, the fence or other enclosure will contribute to and be in the keeping with 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. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. The Architectural Control Committee shall only approve the construction of a fence upon a determination that the fence is aesthetically pleasing; does not detract from the reasonable value of any Lot and does not unreasonably impede the view of any water course, golf course property or other attractive feature from any other Lot. Under no circumstance shall any fence be allowed to be constructed on any "golf course" Lot, specifically Lots 6, 7, 8, 9, 10, and 11 .
- (j) No satellite receiving dish with a diameter in excess of 18 inches, radio antennae, tower or other similar device shall be located on any Lot within the Subdivision. Further, no more than two (2) satellite receiving dishes, with diameters of 18 inches or less, may be located on any Lot. In no case shall the receiving dish be mounted on a mast exceeding three (3) foot in height if mounted on the roof or any other part of a structure, or five (5) foot in height above the ground if mounted anywhere else on the Lot.
- (k) No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed on any Lot. This prohibition includes any activities within any structure, on any Lot or on any street or common area. The Association is specifically authorized by Paragraph 15 of these Restrictive Covenants to adopt rules regarding conduct and use of any Lot; however, the Association may find any conduct or use of a Lot to

be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by these Restrictive Covenants or by an adopted rule. If any conduct is deemed by the Association to be a nuisance, and to the extent that such conduct is not specifically prohibited by the provisions of these Restrictive Covenants or by an adopted rule, the Association shall give written notice to the offending owner specifying the nature of the nuisance, and requesting that such nuisance be terminated. If such nuisance is not terminated within a reasonable time thereafter, the Association may, in addition to any other remedy, impose a fine in the amount of \$100.00 per violation. If the nuisance is of a continuing nature, a separate violation shall be considered made each day the nuisance continues. All such fines may be collected in the same manner as an assessment as more fully specified herein, and all attorneys' fees incurred may be collected as allowed by Paragraph 6 herein.

- (l) 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 Architectural Control Committee.
- (m) 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.
- (n) Animals and Pets – No animals, birds, or fowl, shall be kept or maintained on any part of any lot except that two (2) cats, and two (2) dogs, and a reasonable number of 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.
- (o) Junk Cars – No unregistered motor vehicle nor stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or Lot.
- (p) Parking – Each dwelling shall provide a paved parking space off the street or garage space for all vehicles regularly parked or stored on the lot.

4. **ASSOCIATION.** The owner or owners of every lot shall be a voting member of the Association. However, only one vote shall be allowed per Lot; to the extent that there is more than one owner of any one Lot, said owners shall determine among themselves, and designate, one voting member, which voting member shall cast the vote allocated to said Lot. If the owners cannot agree

among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the owners of the Lot. The Association shall be governed by a Board of Directors, selected in accordance with the By-Laws of the Association, and the Association shall operate and do business in accordance with the terms of its By-Laws. The Board of Directors of the Association shall select an Architectural Control Committee as more fully specified in the By-Laws of the Association.

The Lot Owner has the primary responsibility of maintaining in a healthy and attractive condition all exterior landscaped and natural areas including improvements such as fences and dwellings on his/her lot. However, in the event a Lot Owner shall fails to maintain the landscaped and natural areas or the premises or improvements on the Lot, the Association 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 Association 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 Court of Craven County. Any lien obtained will be subordinate to any first deed of trust. To the extent necessary, the Association may employ personnel necessary to perform its obligations, or as needed for the benefit of owners of Lots within the Subdivision.

There exists an easement over and across the 75 ft. buffer area in the rear of Lots 1, 2, 3, 4, and 5 for the purpose of maintaining said areas. This easement may be assigned by the Association to any contractor or employee performing services or functions for or on behalf of the Association.

There exists along the perimeter of the Subdivision a utility and drainage easement, as shown on the Subdivision plat. Within such easement is located a drainage ditch. The owner of each Lot abutting a drainage ditch has the responsibility of maintaining the ditch in a functional, sanitary and pest free condition. However, if an owner of a Lot abutting a drainage ditch fails to maintain the ditch in such condition, the Association shall have the right to maintain such ditch in a proper condition and have the cost of such maintenance assessed against the applicable owner or owners. The Association has the right to go upon any land adjoining the Subdivision for the purpose of maintaining the condition and appearance of any such perimeter drainage ditch, except that neither the Association nor any owner of any Lot shall go upon any portion of the adjacent golf course property to the extent such golf course property is maintained as a portion of the improved golf course, without the prior permission and consent of the owner of the adjacent golf course.

The Association shall have the right to install common improvements on either of the median islands on Carmel Lane. Such improvements may include a

subdivision sign, with appurtenant lighting and landscaping. The improvements that are constructed or are required to be maintained by the Association shall be maintained in a good and operable and sightly condition by the Association.

The Association shall have the obligation to provide for itself and for the benefit of the owner of each Lot all necessary professional services to provide the smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide such other incidental services for the benefit of the Subdivision and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association. These purposes may include the stabilization or improvement of any perimeter ditching. Association shall also have an affirmative obligation to maintain all common areas in good condition, utilizing its funds so to do, notwithstanding the utilization or lack thereof of such facilities by any or all Lot owners.

The Board of Directors of the Association may maintain a capital reserve fund if deemed necessary by said Association, but shall be under no obligation to do so if, in the reasonable opinion of the Board of Directors of the Association, annual maintenance of Association maintained areas and facilities is sufficient to make unlikely significant and unexpected expenditures within a five year period from the due date of any current regular assessment.

In order to fund its obligations, the owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

- (a) annual charges or dues; and
- (b) special assessments.

All such assessments, charges, and dues, together with any interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessments are made. Liens shall be perfected in the manner of a mechanics or materialmens' lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within nine (9) months after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year of the Association, as to annual dues, and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure preceding. This instrument shall be deemed to give to the President of the Association said power of sale.

Annual dues and any special assessments shall be in an amount determined by a majority vote of the Directors of the Association and used only for purposes specified in the Restrictive Covenants.

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6 A special assessment may be levied from time to time by vote of a minimum of 70% of the total votes cast in any regular or special meeting (but in no event less than 50% of Lot Owners in the Subdivision), called in accordance with the By-Laws. A special assessment may be made for any purpose for which expenditures are allowed in accordance with these Covenants.

Notwithstanding any provisions of these Restrictive Covenants, including this Paragraph 5, the Board of Directors shall have authority to levy any special assessment if, in the sole discretion of said Directors, the assessment is reasonably required to protect properties impacted in case of an emergency, such as a storm causing severe erosion. In such event, the Directors shall give written notice to the members so affected as promptly as possible after the determination of said assessment and the action shall be binding as though ratified by the requisite vote of the owners of Lots.

5. ARCHITECTURAL CONTROL COMMITTEE PROCEDURES.

At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Architectural Control Committee a survey of the Lot, which survey shall show each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvement, including driveways, bulkheads, patios, decks and walkways. There shall further be provided to the Architectural Control Committee sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. The plat shall be professionally prepared, but there shall be no requirement that it be prepared by a registered surveyor or licensed architect.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit notification in writing to the owner of the Lot as to whether or not the requested improvements are approved. If a response is not given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the Owner of the Lot of the conditions imposed.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Architectural Control Committee:

- (a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within the Subdivision;
- (b) that all required specific building standards and other conditions contained within the Restrictive Covenants and other applicable legal documents have been complied with;
- (c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the subdivision; and
- (d) the natural features of the Lot have been retained to the maximum extent feasible.

The Architectural Control Committee, upon reaching a decision on a submitted plan, will notify by mail all owners of Lots in the Subdivision of the decision. Any owner of any Lot disagreeing with the finding of the Architectural Control Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of the Committee's decision. The Board of Directors of the Association shall then meet with the Chairman of the Architectural Committee, the owner of the lot disagreeing with the decision of the Committee or his agent and the owner of the Lot affected by the decision or his agent. The Chairman of the Architectural Control Committee shall have the opportunity to present to the Board of Directors of the Association (and in the presence of any objecting Lot owners), the reasons for the Committee's decision and those objecting to the decision may present information challenging the findings of the Architectural Control Committee. The decision of the Architectural Control Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee; and the other shall be returned to the applicant.

6. ENFORCEMENT. These Restrictive Covenants, including any amendment hereto, may be enforced by any individual Lot owner, by the

Association, upon action by its Board of Directors. Appropriate remedies shall include, but not be limited to, specific performance. In any action to enforce these Restrictive Covenants, including any action to collect assessments, either regular or special, or to foreclose upon any real property for payment of such assessment, all costs associated with said collection, including court costs and reasonable attorney's fees, shall be collected as an additional assessment. In addition, interest at the rate of fifteen percent (15%) per annum shall be collected ~~X~~ from the due date of any assessment, until the assessment is paid in full.

6. **SETBACKS.** Setbacks and building restriction areas, and allowable building areas, as shown on the recorded subdivision plat of the subdivision (except as amended herein) shall be incorporated by reference.

7. **AMENDMENTS.** These Restrictive Covenants shall continue in full force and effect until 12:00 noon on January 1, 2015, at which time it shall automatically extend for additional successive periods of ten (10) years, unless a document terminating or modifying these Restrictive Covenants is recorded prior to any renewal date in the office of the Register of Deeds of Craven County, which amendment shall require approval of eighty percent (80%) of the Lots in Greenbrier—Section VII Subdivision and without joinder of any other party.

8. **BINDING EFFECT.** All covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the grantee, by accepting any deed to any portion of such land described herein, accepts the same subject to these Restrictive Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Restrictive Covenants, jointly, separately, and severally.

9. **RESERVATION OF RIGHTS.** Any utility easements reserved as shown on any recorded plat (and all roadways shall be deemed for this purpose a utility easement) shall be available for utilization by authorized utility companies, or by the owner of any Lot within Greenbrier – Section VII, for purposes of providing utility services or necessary drainage.

10. **RESUBDIVISION.** Resubdivision shall be permitted only for the purpose of enlarging existing lots and shall not be permitted in the event that any such addition would leave a residue of a lot that did not enlarge another lot. 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. The deed of conveyance of

any such resubdivided or recombined lots shall restrict the construction thereon to one single family residential home per resubdivided lot, so that the maximum number of homes which can be constructed within the subdivision shall not increase.

11. UTILITY EASEMENTS. There is hereby reserved for the benefit of the Association and the owner of each Lot within the Subdivision a utility and drainage easement running parallel to each street a width of 10 feet, and parallel to each side Lot line a width of five feet.

12. MINOR AMENDMENT. The Association shall be allowed to amend these Restrictive Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered and apparent error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of the Association to be in the best interest of the Subdivision, and the owners therein. This right may be exercised and shall be effective, only upon the recordation of a "Corrected Covenant" in the office of the Register of Deeds of Craven County, which Corrected Covenant shall specifically reference this document and the provision impacted.

13. RULES. The Board of Directors may from time to time establish rules for use of any property within the Subdivision in order to protect the value of Lots, the aesthetic qualities of the Subdivision and the tranquility of the owners of Lots. Said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, and parking of cars, trailers, boats, campers and other vehicles on Lots and streets. All such rules shall be effective after written notice of adoption is mailed to the record owners of all Lots. All such rules shall be recorded in the By-Laws of Greenbrier—Section VII Association, Inc. and enforceable as though set out within these Restrictive Covenants.

Rules in effect as of the date of the recordation of these Restrictive Covenants include the following:

Rule 1. Rental of Property

- (a) Nothing contained within these By-Laws or the rules established hereunder shall prohibit rental by the owner of a residential dwelling constructed on any Lot. However, it is understood that in order to maintain the value of the Lots conveyed, and to preserve the enjoyment of the property for owners and renters alike, certain guidelines can be established by the Association for the handling of renters, and for the protection of Association and its members.

- (b) No dwelling in the subdivision may be rented for a period of time of less than three (3) months unless the rental agreement is pursuant to a contract for the sale of the property.
- (c) No dwelling may be rented to more than one person unless those persons are related by marriage.

(d) The owner of any Lot shall be responsible for the conduct for all guests and renters. Each owner, by purchasing his Lot, agrees to give to the Association the right to evict any tenant whose conduct is found detrimental to the Association and its members, in whole or in part. Such eviction shall only be taken after notification to the owner, and the owner shall, upon being given such notification, commence eviction proceedings himself within one week of receiving the notice requesting the same from the Association. The Association may then, acting on its own or on behalf or for the owner, after failure of the owner to act within this seven day period, commence eviction proceedings. The expenses of said proceeding (including attorney's fees shall be chargeable as a Limited Special Assessment to the owner of the Lot, and such assessment may be collected as a delinquent assessment under Paragraph 6 of the Covenants unless paid within thirty days of billing.

Rule # 2. No stand-alone storage unit of any kind shall be permitted.

Rule # 3. A standard mailbox and mailbox post selected by the Architectural Control Committee shall be required to be constructed at the expense of owner.

Rule # 4. No exterior clothesline shall be permitted,

Rule #5. No dog pens will be allowed.

Rule #6. Prohibited Vehicles.

(a) No trucks or buses or commercial vehicles of any nature other than pickup trucks or small vans used for the Owners' personal transportation, shall be parked overnight on Carmel Lane or on any lot except in an enclosed garage.

(b) No travel trailers, camping trailers, house trailers, boat trailers, mobile homes, "Winnebago"-type vehicles, utility trailers, pleasure boats, off-road recreational vehicles including "jet-skis" may be parked on Carmel Lane nor parked or stored on any Lot for a period in excess of 72 hours per quarter-year. The restriction in this subparagraph shall not apply if the vehicles are parked in an enclosed garage.

(c) To accommodate guests of Owners however, vehicles prohibited by the foregoing and owned by guests may be temporarily parked on the Owners property for a period not to exceed 14 days per year per guest.

(d) Junk Cars – No unregistered motor vehicle nor any stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or stored on any street or Lot.

Rule #7. Animals and Pets – No animals, birds, or fowl, shall be kept or maintained on any part of any lot except that two (2) cats, and two (2) dogs, and a reasonable number of small birds, 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.

14. **STREET LIGHTS.** The City of New Bern will provide street lighting. No additional or different street lighting shall be installed without the express consent of the Association, acting through its Board of Directors, with the consent of the City of New Bern.

IN TESTIMONY WHEREOF, said parties have caused this instrument to be executed in their corporate name by their corporate officers, and their corporate seals to be hereto affixed, all by order of their Board of Directors first duly given, this the day and year above written.

GREENBRIER – SECTION VII ASSOCIATION, INC.

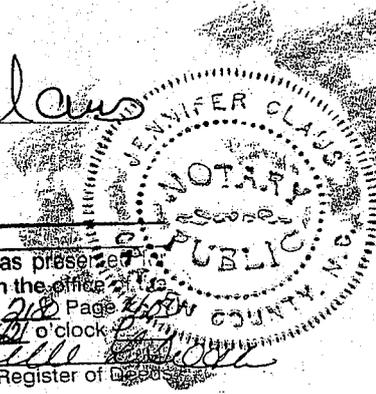
BY: Vincent A. Fragnito
PRESIDENT

State of North Carolina
County of Craven

I, Jennifer Claus, a Notary Public, certify that Vincent A Fragnito personally came before me this day and acknowledged that he is President of GREENBRIER __SECTION VII ASSOCIATION, INC. a corporation, and that by authority duly given and as the act of the Association, the foregoing instrument was signed in its name by Vincent Fragnito, its President, and attested by himself as its President.

WITNESS my hand and official seal, this 3 day of May 2004.

Jennifer Claus
Notary Public



My Commission Expires: April 23, 2007

State of North Carolina, Craven County
The foregoing certificate(s) of Jennifer Claus
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 2180 Page 412
This 04 day of May A.D., 2004 at 1:01 o'clock P.M.
Walter Chapman
Register of Deeds Asst./Deputy Register of Deeds