

BOOK 263 PAGE 905

FILED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF NORTH CAROLINA
COUNTY OF PAMLICO

JOYCE E. CARAWAN
REGISTER OF DEEDS
PAMLICO COUNTY, N. C.

THIS DECLARATION, Made this 17th day of November, 1989, by Weyerhaeuser Real Estate Company, a corporation of the State of Washington, hereinafter called Declarant;

W I T N E S S E T H :

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to bind the successors in interest and any owner thereof;

NOW THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located

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

in Number One (1) Township, County of Pamlico, State of North Carolina, and is more particularly described as follows:

SECTION I: All of Lots One (1) through Twenty-One (21) as the same are shown on that map prepared by Cyrus Alan Bell, Registered Land Surveyor, dated June 20, 1989, and identified by the following legend: "Final Plat Of Creek Pointe - Section I". The map herein referred to is duly of record in the Office of the Register of Deeds of Pamlico County in Plat Cabinet A, Slide 46-5, and reference is hereby made to said map for a more complete and accurate description of this property.

SECTION II: All of Lots Twenty-Two (22) through Thirty-One (31) as the same are shown on that map prepared by Cyrus Alan Bell, Registered Land Surveyor, dated July 20, 1989, and identified by the following legend: "Final Plat Of Creek Pointe - Section II". The map herein referred to is duly of record in the Office of the Register of Deeds of Pamlico County in Plat Cabinet A, Slides 46-6,7 and reference is hereby made to said map for a more complete and accurate description of this property.

SECTION III: All of Lots Thirty-Two (32) through Thirty-Four (34) as the same are shown on that map prepared by Cyrus Alan Bell, Registered Land Surveyor, dated July 27, 1989, and identified by the following legend: "Final Plat Of Creek Pointe - Section III". The map herein referred to is duly of record in Plat Cabinet A, Slide 46-8, and reference is hereby made to said map for a more complete and accurate description of this property.

ARTICLE II

The real property described in Article I hereof (hereinafter called lot or lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards for improvements and development whereby aesthetics, living conditions and property values may be enhanced.

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

ARTICLE III

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any lot other than one detached single family dwelling, a private garage or other buildings, attached or detached, for the use only of the occupants of said dwelling. All buildings must be approved in writing by the Declarant.

ARTICLE IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any lot. No trade materials or inventories may be stored upon any lot and no tractor-trailer type trucks, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any lot. No sign or billboard of any kind shall be erected or allowed to remain on any lot other than a "For Sale" or "For Rent" sign.

ARTICLE V

No lot or lots shall be subdivided except to enlarge an adjoining lot, but any lot so enlarged cannot be improved with more than one single family dwelling.

ARTICLE VI

No single story residential structure which has an area of less than 1,400 square feet exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted

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

to remain on any lot, and no story-and-one-half, two-story, or two-and-one-half story residential structure which has a ground floor area of less than 1,000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. Regardless of the number of stories, all dwellings must have a minimum of 1,400 square feet.

No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No metal building may be used as a residence on any lot or lots.

Piers and bulkheads may be constructed on the property or adjacent thereto provided that prior to construction, written approval has been obtained from the appropriate Federal, State, County, and local authorities, and also from the Architectural Committee.

ARTICLE VII

No building or fences on any lot shall be located nearer to any property line than seventy-five (75') feet from the front (near water) line, fifty (50') feet from the rear line or any road shown on the maps referred to in Article I, and twenty-five (25') feet from side lines. The Declarant reserves unto itself, its successors and assigns, the right to contro

absolutely and to solely decide the precise site and location of any house or dwelling or other structure upon all properties. Exact location of the dwelling and outbuildings shall be shown on the site plan for each lot and approved in writing by the Declarant.

ARTICLE VIII

No fence, wall, hedge, or mass planting shall be allowed beyond the front (water side) of any dwelling. All fences or walls shall be approved in writing by the Declarant. Fences within view of any road must be decorative fence to be approved in writing by Declarant as hereinafter provided in Article XI.

ARTICLE IX

All electrical and telephone services from distribution system to residences shall be underground with the cost for such underground service being shared by lot owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone and other wire using utility services are concerned, shall be permitted on any lot, except for electrical and telephone services to Lots Number Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), and along the easement between Lots Number Ten (10) and Eleven (11) as shown on the plats referred to in Article I.

There is granted to Tideland Electric Membership Corporation, its successors and assigns, a blanket easement to go

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upon the property that is the subject of these covenants for the purpose of installing and maintaining the appropriate electrical transmission wires and equipment; provided, however, this easement is subordinate to and is expressly subject to any and all existing structures, including septic tanks, located on the property at the time Tideland Electric Membership Corporation, its successors and assigns, seeks to place electrical transmission wires and equipment on the property.

ARTICLE X

At the time of this Declaration, the property described herein is composed principally of wooded lots. It is the intention and desire of the Declarant that the lots remain wooded insofar as is practicable while at the same time allowing the development of the property. Therefore, only under the terms and conditions hereinafter set forth can certain trees located on a lot be cut and removed. Prior to any tree cutting, the provisions of this Article, as hereinafter set forth, must be complied with. The remaining terms and conditions for the cutting and removal of trees are as follows:

A. All trees within the area of actual construction of a dwelling or buildings under these regulations can be cut and removed.

B. All trees less than six (6") inches in diameter can be cut and removed.

C. Any tree or trees endangering a dwelling or other buildings located on the property can be cut and removed.

D. Other trees can be cut and removed when approved in writing by the Declarant.

ARTICLE XI

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, creek, marsh, or lots, the construction material, the roofs and exterior color schemes, shall require prior written approval of the Declarant.

There shall be submitted to the Declarant a complete set of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired. No structure or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plan 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 buildings, wall, fence, or other structure proposed to be constructed or altered. Proposed construction materials and colors must also be included.

The Declarant shall approve or disapprove plans, specifications and details in writing within thirty (30) days from the receipt thereof. Plans will remain with the Declarant.

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

ARTICLE XII

Subject to the terms and conditions hereinafter set out, the architecture of homes and/or improvements to and on each of the lots subject to these protective covenants will be controlled in the following manner by the "Architectural Committee":

Weyerhaeuser Real Estate Company reserves the right to approve or disapprove all plans and locations of homes on the lots until the Architectural Committee is appointed. The Architectural Committee cannot be appointed without the written consent of Weyerhaeuser Real Estate Company until seventy-five (75%) percent of the lots described in Article I have been sold. Following the sale of seventy-five (75%) percent of the lots described in Article I, the Architectural Committee will be appointed unless done prior to this occurrence with the written consent of Weyerhaeuser Real Estate Company. The Architectural Committee will be composed of three (3) persons designated and appointed by the Creek Pointe Homeowner's Association, in which appointment, each lot, regardless of the number of owners, will be entitled to one (1) vote and a majority vote of the lots will be controlling. Weyerhaeuser Real Estate Company will be entitled to only one (1) vote as a property owner. The Architectural Committee will be appointed at a meeting of the property owners after at least thirty (30) days' notice of a meeting to

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

appoint the Architectural Committee has been given. In the event the Architectural Committee fails to approve or disapprove plans or locations of home on lot within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Members of such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

The Declarant, by written instrument, may direct the Architectural Committee to perform these duties reserved by the Declarant in Articles III, VII, VIII, X, and XI of this Declaration.

ARTICLE XIII

GENERAL RESTRICTIONS: THE FOLLOWING RESTRICTIONS APPLY TO ALL LOTS AS THEY ARE SHOWN ON THE MAPS HERETOFORE REFERRED TO:

1. Easements.

A. All private roads shown on the plats referred to in Article I shall be subject to an easement for ingress, egress, and regress in favor of the owners of the lots shown on

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ATTORNEY AT LAW
AURORA, NORTH CAROLINA

the maps referred to in Article I and also in favor of such future development as may be carried on in the area by the Declarant.

B. An easement for drainage and utility facilities ten (10') feet in width is reserved along each side of all road rights-of-way and five (5') feet in width along all side lot lines, except where a greater width is shown on the plats referred to in Article I.

2. Assessments.

A. When conveyed by the Declarant, each lot heretofore described in Article I except Lots Thirty-Two (32), Thirty-Three (33), and Thirty-Four (34), shall be a part of the Goose Creek Road Maintenance Association, a North Carolina non-profit corporation, and shall be subject to an assessment for the maintenance of the Goose Creek Road as the same runs from the property heretofore described in Article I to North Carolina Secondary Road No. 1103. The present annual assessment is THREE HUNDRED AND 00/100 (\$300.00) DOLLARS per lot and is due and payable the 1st day of January. Provided, however, where the same owner owns two (2) contiguous lots, these lots shall be assessed as one (1) lot if there is only one (1) residence located on the two (2) lots. Further, if there are two (2) residences or there are no residences on these two (2) lots

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T. R. THOMPSON, JR.
ATTORNEY AT LAW
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they shall be assessed as two (2) lots. Additionally, if two (2) lots are to be assessed as one (1) lot, then and in this event, the owner of the two (2) lots shall be entitled to one (1) vote only in the Goose Creek Road Maintenance Association. The first assessment will be paid at the time the lot is conveyed by Declarant and prorated for the remainder of the calendar year. This annual assessment may be changed in accordance with the by-laws of the Association.

B. Every lot described above except Lots Thirty-Two (32), Thirty-Three (33), and Thirty-Four (34), shall be subject to an assessment for maintenance of the private road as shown on the plats. Provided, however, where the same owner owns two (2) contiguous lots, these lots shall be assessed as one (1) lot if there is only one (1) residence located on the two (2) lots. Further, if there are two (2) residences or there are no residences on these two (2) lots, they shall be assessed as two (2) lots. Additionally, if two (2) lots are to be assessed as one (1) lot, then and in this event, the owner of the two (2) lots shall be entitled to one (1) vote only in the Creek Pointe Homeowner's Association. Each owner is assessed the sum of TWO HUNDRED AND 00/100 (\$200.00) DOLLARS yearly and payable in January. The first assessment will be paid at closing and prorated for the remainder of the calendar year. Said assess-

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

ment shall be deposited into a common fund account known as the "Creek Pointe Maintenance Fund." The annual road maintenance assessment may be changed at any time by a two-thirds (2/3) majority vote of the lot owners with each lot having one (1) vote.

The Creek Pointe Maintenance Fund shall be owned jointly by all of the lot owners of the property heretofore described and shall be used only for:

(A) Road maintenance expenses, and

(B) Administration cost for enforcement thereof,

including, but not limited to, accounting, attorneys fees, and court costs, and shall not be subject to partition by any individual lot owner. There shall be created, for the purpose of holding and administering such funds, the Creek Pointe Homeowner's Association, which shall have the power to file with the Clerk of the Court of Pamlico County a Notice of Assessment of Lien, and to bring a civil action for its collection and to file Notice of Lis Pendens against any lot for which the annual maintenance assessment has not been paid by February 1st of any year, and such lien shall continue until the assessment is paid. The Creek Pointe Homeowner's Association shall be comprised of all lot owners. All decisions shall be made by a majority vote, except that a two-thirds (2/3) majority shall be

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T. R. THOMPSON, JR.
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necessary for changing the annual assessment or levy of special assessments at a meeting of the lot owners held after thirty (30) days' written notice to all such lot owners. Voting rights are on the basis of one (1) vote per lot. The Association shall organize, elect officers, and operate freely within the restrictions herein contained. Weyerhaeuser Real Estate Company will administer the Creek Pointe Homeowner's Association until seventy-five (75%) percent of the lots have been sold as described in Article I.

Weyerhaeuser Real Estate Company will pay no assessments to the Creek Pointe Maintenance Fund, to be managed by the Creek Pointe Homeowner's Association, until the following two (2) events have taken place:

(A) Creek Pointe Homeowner's Association takes over the maintenance of the roads and the Creek Pointe Maintenance Fund.

(B) Declarant deeds the roads referred to herein to the Creek Pointe Homeowner's Association in accordance with the terms and provisions referred to herein.

When seventy-five (75%) percent of the lots are sold, the Creek Pointe Homeowner's Association does hereby agree that it will take over the maintenance of the roads as shown on the plats referred to in Article I. The Creek Pointe Homeown-

er's Association will be deeded the roads as shown on the plats and it agrees to accept the deed and ownership of said roads when seventy-five (75%) percent of the lots have been sold; however, the deed to said roads will be subject to a reservation in favor of Weyerhaeuser Real Estate Company, its successors and assigns, whereby a permanent and perpetual easement over and upon said roads is reserved for such uses and purposes as Weyerhaeuser Real Estate Company, its successors and assigns, may deem appropriate under the circumstances.

At the time of the execution of this Declaration it is anticipated that Lots Thirty-Two (32), Thirty-Three (33), and Thirty-Four (34) will not use the Goose Creek Road or the Private Roads shown on the plats referred to in Article I as a primary or secondary means of ingress and egress and therefore they are presently exempt from assessment for road maintenance. However, at such time as these lots, or any of them, use the Goose Creek Road or the Private Roads shown on the plats referred to in Article I as a primary or secondary means of ingress and egress, then and in that event, the lot or lots using said roads will be assessed in the same manner and amount as the other lots shown on the plats referred to in Article I.

3. Driveway Connections.

A. All driveway connections to the access road shall be at least sixteen (16') feet in width and shall contain

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

an approved (by Architectural Committee) metal or concrete culvert for the width of the driveway connections.

B. Any damage caused by driveway connections to the private road shown on the plats, or to the ditches or shoulders of the road, or to the flow of drainage water along said road, shall be repaired at the expense of the owners connecting to such driveways.

ARTICLE XIV

Lot Modification. In the event the Declarant, in its sole opinion, is unable to develop a lot or lots as shown on the maps referred to in Article I because of governmental regulations or restrictions, then and in that event, the Declarant reserves unto itself the following rights and privileges with regard to the affected lot or lots:

(A) To combine a portion of or all of a presently existing lot or lots with the adjoining lot or lots.

(B) To delete the defined lot or lots that cannot be developed from the Creek Pointe Maintenance Fund and the Goose Creek Road Maintenance Association.

(C) To subject the new lot or lots formed by the process described in Paragraph 1 above to the Creek Pointe Maintenance Fund.

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

BOOK 263 PAGE 920

ARTICLE XV

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.

ARTICLE XVI

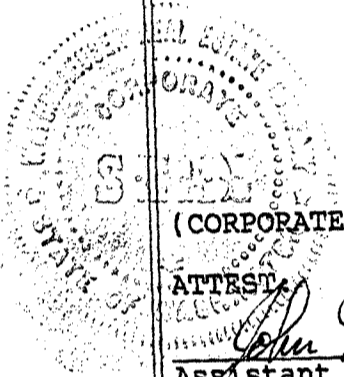
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots described in Article I hereof it is agreed to change said covenants in whole or in part.

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

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

BOOK 263 PAGE 921

its corporate seal hereunto affixed, all by authority duly given, this the day and year first above written.



(CORPORATE SEAL)

WEYERHAEUSER REAL ESTATE COMPANY
By: *Frank Westly*
Assistant Vice President

ATTEST:

John J. Wehrberg
Assistant Secretary

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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~~ ^{John H. Wehrenberg} personally came before me this day and acknowledged that ~~she~~ ^{he} 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~~ ^{himself} as its Assistant Secretary.

My commission expires 4-21-92.

Witness my hand and official seal, this the 14th day of November, 1989.

Nan W. Rackley
Notary Public



(OFFICIAL SEAL)

PAMLICO COUNTY - NORTH CAROLINA

The foregoing Certificate(s) of Nan W. Rackley

Rackley is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Joyce E. Carawan
Joyce E. Carawan
Register of Deeds
Deputy/Assistant

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