

Sawmill Landing Cov.

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STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS DECLARATION, Made this 19th day of September,
1980, 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 on 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 in the Bath Township, County of
Beaufort, State of North Carolina, and is more particularly
described as follows:

All of Lots One (1) through Twenty-three (23),
Section One (1), SAWMILL LANDING, as shown on that
map prepared by Leroy E. Waters, Registered Land
Surveyor, dated August 20, 1980, and said map is
of record in Plat Cabinet B, Slide 210,
Beaufort County Registry, and further reference is
hereby made to said map for a more complete and
accurate description of this property.

LAW OFFICES OF
HUTCHINS, ROMANET,
THOMPSON, & HILLARD
PLYMOUTH, NORTH CAROLINA
AURORA, NORTH CAROLINA

SEP 15 1980

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No property other than that described above shall be deemed subject to this declaration until specifically made subject hereto.

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.

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 with or without a basement plus not more than two and one-half stories and a private garage, attached or detached, for the use only of the occupants of said dwelling.

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 1,000 square feet exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted 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 800 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot.

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.

ARTICLE VII

No structure, other than a fence in compliance with Article VIII, may be built within ten (10) feet from either Lot sideline, or within fifty (50) feet of the road, and no nearer the water than fifty (50) feet.

ARTICLE VIII

No fence, wall, hedge or mass planting shall be permitted to extend nearer the water than fifty (50) feet.

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.

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Easements for installation and maintenance of utilities and drainage facilities are reserved measuring five feet in width over side Lot lines and ten feet in width along the road of each building Lot. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

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, under the terms and conditions hereinafter set forth certain trees located on a lot can be cut and removed. The 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 approved under these regulations can be cut and removed.
- b. All trees less than eight inches in diameter can be cut and removed.
- c. After complying with the provisions of paragraph a and paragraph b as set forth in Article X above, one-half of the remaining trees eight inches and above in diameter at ground level can be cut and removed.
- d. Any tree or trees endangering a dwelling or other buildings located on the property can be cut and removed.
- e. Other trees can be cut and removed when approved by the Sawmill Landing Homeowner's Association.

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ARTICLE X(A)

No building, fencing, wall, or any other structure, shall be erected, placed, or altered on any Lot or Lots until a plot plan showing the location of such building has been approved in writing as to location of the building with respect to topography and finished ground elevation by an architectural committee (hereinafter called ARCHITECTURAL COMMITTEE) composed of three persons designated and appointed by Declarant or its assigns. In the event of death or resignation of any member and in the event that Declarant or its assigns do not appoint a successor within thirty days following such death or resignation, the remaining members of the ARCHITECTURAL COMMITTEE shall have full authority to designate a successor. A majority of the ARCHITECTURAL COMMITTEE may designate a representative to act for it. In the event said committee fails to approve or disapprove such location within thirty days after said plot plan has been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that a disapproved plot plan is executed or construction is commenced upon a Lot without a plot plan ever having been submitted to ARCHITECTURAL COMMITTEE and 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. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then-record owners of a majority of the heretofore LOTS described shall have the power through a duly recorded written instrument to change the membership of said committee or to withdraw from said committee or restore to the ARCHITECTURAL COMMITTEE any of its duties and powers.

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ARTICLE XI

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

1. Easement. All lots shown on the aforesaid plat shall be subject to an easement for access, ingress, and egress in favor of the owners of the property within the area heretofore set out, and in favor of their invitees, and the Lot owners shall have an easement on the entrance road running from North Carolina State Highway across the road shown on the plat.

2. Assessments. Every Lot described above shall be subject to assessment for maintenance of the Private Road as shown on the plat. Each Lot owner is assessed the sum of One Hundred Dollars (\$100.00) due and payable with the purchase price. Said \$100.00 shall be deposited into a common fund account for a fund to be known as Sawmill Landing Maintenance Fund. A like sum is to be assessed annually thereafter for said Fund. The annual road maintenance assessment may be increased at any time by majority vote, as hereinafter defined. The annual assessment may be waived only by unanimous vote of the Lot owners. Said Fund may be used only for road maintenance and facilities expenses approved by majority vote, as hereinafter defined.

The Sawmill Landing 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. common property maintenance
 - c. administration costs for enforcement thereof.
- 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, Sawmill Landing Homeowner's Association, which shall have the power to file with the Register of Deeds of Beaufort County a Notice of Assessment Lien 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 Sawmill Landing Homeowner's Association shall be comprised of all Lot owners. All decisions shall be made by majority vote (except that a two-thirds majority shall be necessary for the levy of increased or special assessments, or expenditure of monies), at a meeting of the Lot owners held after reasonable notice to all such Lot owners. Voting rights are on the basis of one vote per Lot. The Association shall organize, elect officers, and operate freely within the restrictions herein contained. Weyerhaeuser Real Estate Company will administer the Sawmill Landing Homeowner's Association until 75% of the Lots have been sold as they are shown on the plat referred to herein. Following the sale of 75% of the Lots, the Sawmill Landing Homeowner's Association will elect its own administrators of the association. Weyerhaeuser Real Estate Company will contribute to and be an active member in the Sawmill Landing Homeowner's Association after 75% of the Lots shown on the plat referred to have been sold.

As additional lots are sold in Section II, they will be made a part of the Association and begin contributing to the fund; however, no contributions will be made to the fund for Section II until the actual sale of a lot or lots in Section II.

When 75% of the Lots as shown on the plat have been sold, the Sawmill Landing Homeowner's Association does hereby agree it will take over the maintenance of all of the roads as shown on the plat including that road leading from North Carolina State Road No. 1339 to the Development. The Sawmill Landing Homeowner's Association will be deeded the roads as shown on the plat and it agrees to accept the deed and ownership of said roads when 75% 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 or purposes as Weyerhaeuser Real Estate Company, its successors and assigns, may deem appropriate under the circumstances.

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

ARTICLE XII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of 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.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described in Article I

hereof to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages of other dues for such violation.

ARTICLE XIII

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restriction shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, Weyerhaeuser Real Estate Company has caused these presents to be signed in its name by its Vice President, attested by its Assistant 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: C. A. Lewis
Vice President

(CORPORATE SEAL)

ATTEST:

Robert M. Mogensen
Assistant Secretary

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