

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS**

THIS DECLARATION is made this 28th day of May, 2002, by American Timberland Company, A Virginia Corporation, hereinafter referred to as "Declarant".

**WITNESSETH**

WHEREAS Declarant is the owner of those certain pieces, parcels, lots, or tracts of land described hereinafter ;

WHEREAS Declarant intends to sell such lots to the general public and in so doing subjects said lots to these Covenants, Restrictions and Conditions:

NOW THEREFORE, Declarant hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**I. APPLICABILITY**

A. These Covenants, Restrictions, and Conditions are applicable to the following described real properties:

1. All those certain tracts, parcels, pieces, or lots of land bounded and described as shown on a plat of survey made by Wm. Hunter Traylor, Land Surveyor, dated February 26, 2000, and registered in the office of the Register of Deeds of Northampton County, N.C., in plat book 33, page 96, and entitled Pleasant Hill Subdivision. Each numbered tract shown on the aforesaid plat is hereinafter referred to as a "Lot".

**II. LAND USE**

A. The lots are restricted to use for single family residential and limited agricultural purposes such as private gardening.

B. Only one dwelling or residence may be located on each lot.

C. No store, tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or permitted upon any lot, except for home offices or small businesses run out of the home with off site sales and/or transactions.

5-28-02  
4:10 P.M.

American Timberland Co.  
→ PO Box 430  
Albany VA 23221

D. No livestock, hogs, poultry, or animals may be raised or kept for commercial purposes. This shall not prevent the keeping of customary household pets nor any other animals or birds for personal enjoyment.

E. The lots shall not be re-subdivided without the prior approval of the appropriate county authorities.

### III. RESIDENCE

A. No residential structure which has a finished heated area of less than twelve hundred (1,200) square feet exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any tract.

B. A private garage and/or outbuilding may be built separately or attached to and made part of the residence.

C. No single-wide mobile homes will be allowed on the property.

D. Manufactured housing, other than single-wide mobile homes, shall be allowed on the property subject to the following restrictions:

1. All manufactured homes shall be less than seven (7) years of age at the time of placement on the property.
2. All manufactured homes shall be fully under-skirted with masonry, vinyl or other materials specifically manufactured for such use prior to occupancy.

E. All building materials shall be new or structurally sound. The exterior walls of all improvements shall be brick, wood, aluminum, vinyl, or masonite siding. No asphalt shingles, tarpaper, tin, or similar building materials shall be used for the exterior walls of any improvements. Concrete or similar material may be used for foundations, but shall not be employed as "above ground" exterior walls.

F. Lot owners shall comply with the minimum building setbacks required by the local County Ordinances.

### IV. MAINTENANCE

A. Each lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage, or rubbish on his lot and at all times shall maintain the lot in a neat and sanitary condition.

B. Lawns, trees, and shrubbery shall be maintained in a neat and presentable fashion.

C. Each lot owner shall maintain all improvements placed upon such Owner's lot, and no unsightly or dilapidated structures shall be permitted on any lot.

D. Junked, inoperative, or unlicensed vehicles shall not be stored or kept on any lot, either temporarily or permanently.

E. All driveways installed from abutting roadways must use a pipe of sufficient size to insure proper drainage and shall be installed per N.C. DOT standards.

F. Prior to occupancy of a residence of any lot, proper and suitable provision shall be made for the disposal of sewage by means of a septic tank or tanks constructed on such lots. All sewage shall be emptied or discharged into such tanks. No sewage shall be emptied or discharged upon any lot; no sewage disposal system will be used unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority.

#### V. TERM; AMENDMENT

A. These Protective Covenants shall run with and be a part of the title to the property and shall be binding upon the owners thereof and all persons claiming under them, their agents, heirs, legal representatives, successors, and assigns.

B. With the written consent of the Declarant, a majority of the property owners may change or terminate, in whole or in part, these Protective Restrictions by signing and recording in a lawful manner, among the Northampton County land records, an instrument to such effect.

#### VI. INVALIDATION

A. Invalidation of any of these covenants, restrictions, and conditions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

B. In the event any protective covenant set forth herein is invalidated by any court, a majority of the then property owners at any time thereafter may, by signing and recording an appropriate instrument, replace such covenant governing the subject matter of the invalidated protective covenants.

#### VII. ENFORCEMENT

A. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

B. The failure to enforce any of these covenants, restrictions, and conditions at the time of violation shall not be deemed a waiver to enforce such covenant, restriction, or condition at a later time.

#### VIII. RESERVATIONS BY DECLARANT

A. Declarant reserves the right in its sole discretion to amend any covenant, condition, or restriction herein, until such time as fifty-one percent (51%) of the lots have been sold.

B. After such time as fifty-one percent (51%) of the lots have been sold, Declarant reserves the right to amend the protective covenants, restrictions, and conditions with concurrence of a majority of the lot owners (Declarant is also considered owner) within the subdivision.

C. Declarant reserves the right to grant general easements within the subdivision for the installation and maintenance of electric and telephone lines as may be required by the utility companies furnishing those services.

Witness the signature of undersigned this 28th day of May, 2002.

American Timberland Company

By [Signature]  
R. Gregory Gunn  
Vice President of Operations

STATE OF VIRGINIA  
COUNTY OF BRUNSWICK, to wit:

The foregoing instrument was acknowledged before me this 28th day of May, 2002, by R. Gregory Gunn, Vice President of Operations for American Timberland Company, a Virginia Corporation, on behalf of the corporation.

My commission expires: 09 / 30 / 2006

[Signature]  
Notary Public

STATE OF NORTH CAROLINA  
NORTHAMPTON COUNTY

The foregoing certificate of ROBIN D. BEVERLY, a Notary Public of the COMMONWEALTH OF VIRGINIA, is certified to be correct.

Recorded at 4:10 P.M., May 28, 2002, in Book 801, Page 663.

PAULINE E. DELOATCH  
Register of Deeds

BY: [Signature]  
Deputy Register of Deeds