

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS  
CABRIOLET AT CARRIAGE HILLS,  
SECTION 1-A

COUNTY OF NEW HANOVER Nov 18 12 26 PM '87

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK ORGANIZATION, INC., (hereinafter LOI) a North Carolina corporation, and FULTE HOME CORPORATION, (hereinafter "FULTE") a Michigan corporation, are the OWNERS of all of the interest and equity in that certain tract of land known as CABRIOLET AT CARRIAGE HILLS, SECTION 1-A, and it is the desire of the undersigned, to ensure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners;

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NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in CABRIOLET AT CARRIAGE HILLS, SECTION 1-A, that all of the lots in said subdivision as shown on a map recorded in Map Book 27 at Page 155 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomever owned, to-wit:

1. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

2. No residence smaller than 1600 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, or its designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants.

4. Since the establishment of standard inflexible building, setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, LOI and FULTE reserve the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distances established by applicable New Hanover County ordinances.

On corner lots, the side having the least frontage shall be considered the front lot line of said lot.

5. No house trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

RETURNED TO *Jas Jackson*

6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of LOI or PULTE. No fence so approved or consented to shall be permitted nearer the front lot line than the rear corners of the house constructed upon said lot.

7. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, without the express written consent of LOI.

8. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the OWNER/LOI/PULTE used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

9. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

10. No satellite dishes, other unsightly antennas or equipment shall be allowed upon any lot in the subdivision.

11. All water to be used in said subdivision for any purpose whatsoever shall be obtained from the City of Wilmington public water system, unless shallow wells to be used only for non-human consumption are approved by the City-County Board of Health and the City of Wilmington.

All sewage disposal shall be only by tapping onto the City of Wilmington public sewer system.

12. No yard sales or garage sales shall be permitted upon any lot in the subdivision.

13. All building plans for residence must be approved, prior to construction, by LOI or PULTE or an agent appointed by LOI or PULTE.

14. (a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(c) Unsightly inoperative junk cars, equipment, materials and like exposures cannot be maintained on the property either prior to or after the residence has been erected on any lot.

15. (a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of CABRIOLET. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. LOI reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clear condition any easement which may traverse a portion of the lot, and in the event that the Buyer or Purchaser of any lot within the said subdivision breaches this restriction, LOI reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at the owner's expense.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the subdivision is prohibited.

16. The general grading, slope and drainage plan of a lot may not be altered without the express written approval of the City of Wilmington and other appropriate agencies having authority to grant such approval.

17. Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

18. LOI reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each residence.

19. Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by PULTE. Such mailboxes or paper boxes may be provided by the builder. Any boxes provided by the builder shall be considered an improvement and must remain with the lot.

20. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible from the street, except on garbage pick-up days.

21. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from LOI, LOI may collect and dispose of such rubbish and trash at the lot owner's expense.

22. (a) Until such time as control of the Carriage Hills Owners Association has been turned over to the membership of the

Association as hereinafter described, LOI and <sup>1396</sup> ~~1690~~ <sup>1690</sup> a committee appointed by them, to be known as the Architectural Control Committee, shall act to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the subdivision. After control of said Association has been turned over to the membership thereof, said Committee (to consist of not less than three (3) members) shall be appointed by the Board of Directors of the Association to serve upon such terms and conditions as the Board may determine.

(b) No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the subdivision; and

(iii) the other standards set forth within this Declaration (and any amendments thereto) or matters in which the Committee has been vested with the authority or render a final interpretation and decision.

(c) Approval by the Committee shall not be required for an Owner to repaint the exterior of their home in its original color(s). In addition, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways of the subdivision shall not require approval by the Committee.

(d) The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the subdivision. The Committee shall also have the authority to require a minimum of 7-12 foot roof slope, to specify that chimney flues be covered with brick or masonry or wood, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of wood framed windows, and generally to require that any plans meet the standards of the existing improvements, if any, on neighboring lots. The Committee shall from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

(e) The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, municipal codes, state statutes or the common law, whether the

same relate to lot lines, easements or any other issue.

23. To provide for the maintenance, repair and upkeep of common areas and amenities, LOI has formed CARRIAGE HILLS OWNERS ASSOCIATION, a non-profit corporation organized pursuant to the Non-Profit Corporation Act of the State of North Carolina, the Articles of Incorporation for which are recorded in Book 1390, at Page 795 and amended in Book 1395 at Page 1716, New Hanover County Registry.

There are no common areas or amenities in this section of CABRIOLET AT CARRIAGE HILLS; however, future sections may include a swimming pool, a club house, a tennis court, and common greenways, all of which owners in this section will be entitled to use.

The By-Laws of said Association are attached as Exhibit "A" to the Declaration of Restrictions for CABRIOLET AT CARRIAGE HILLS, SECTION 1, as recorded in Book 1394, at Page 1660, New Hanover County Registry, and are incorporated herein by reference said By-Laws provide, among other things, for the collecting and the enforcement of collection of assessments for the maintenance and upkeep of common areas and amenities, if any, in the subdivision. The owners of all lots in CABRIOLET AT CARRIAGE HILLS, SECTION 1-A, upon acceptance of a deed to their lot shall automatically become a member of said Association and shall be subject to all of the terms, conditions and provisions of said Articles of Incorporation and said By-Laws.

24. Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) The membership(s) in the CARRIAGE HILLS OWNERS ASSOCIATION appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and amenities, if any, subject to the right of the Association to dedicate or transfer all or any part of the common areas and amenities, if any, for such purposes and subject to such conditions as the Association may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Associations and the Rules and Regulations of the Associations, including the payment of dues and assessments as provided in the By-Laws.

25. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

26. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said CABRIOLET to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.

27. Developer shall have the right, but not the obligation, at any time prior to December 31, 2000, to subject additional properties to these covenants, provided, however, any such additional properties must come from the tract described on

Exhibit "A" hereto attached, made a part hereof, and incorporated herein by reference.

28. So long as the Developer controls the CARRIAGE HILLS OWNERS ASSOCIATION, the prior approval of the Veteran's Administration will be required before the following actions, or any of them, are taken:

- (a) Annexation of additional properties;
- (b) Dedication of common areas; and
- (c) Amendment of this Declaration.

29. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of LOI, for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, LOI and PULTE have caused this instrument to be signed in their respective names by their Presidents or Vice-Presidents, sealed with their respective corporate seals, and attested by their respective Secretaries, or Assistant Secretaries, this 27th day of October, 1987.

LANDMARK ORGANIZATION, INC.

ATTEST:

B. Dean Steph Secretary      Bobby M. ... President

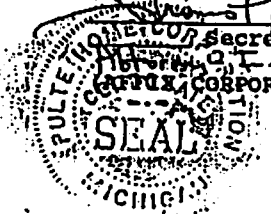
(AFFIX CORPORATE SEAL)



PULTE HOME CORPORATION

ATTEST:

[Signature] Secretary  
 (AFFIX CORPORATE SEAL)



BY: Richard J. Stern (SEAL)  
 Attorney-In-Fact

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER PENDER

I, Dale B. Covil, a Notary Public of said County and State, do hereby certify that B. REX STEPHENS, personally came before me this day and acknowledged that he/she is Secretary of LANDMARK ORGANIZATION, INC., and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Secretary.

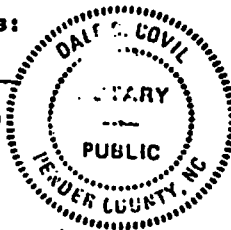
WITNESS my hand and notarial seal this 27th day of October, 1987.

Dale B. Covil  
Notary Public

My Commission Expires:

March 16, 1991

(AFFIX NOTARIAL SEAL)



STATE OF NORTH CAROLINA  
COUNTY OF Wake

Wake Shirley A. Wilson, a Notary Public of Wake County, State of North Carolina, do hereby certify that Richard L. Stram, Attorney-in-Fact, for Pulte Home Corporation, a Michigan corporation, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf and as an act of Pulte Home Corporation, a Michigan corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of New Hanover County, North Carolina, in Book       , at Page       ; that this instrument was executed under and by virtue of the authority given by said instrument granting him power-of-attorney; that the said Richard L. Stram acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for an in behalf of and as an act of Pulte Home Corporation, a Michigan corporation.

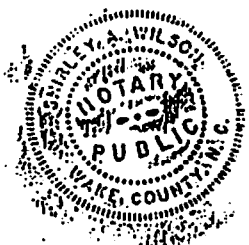
WITNESS my hand and official seal, this the 16<sup>th</sup> day of November, 1987.

Shirley A. Wilson  
Notary Public

My Commission Expires:

Shirley A. Wilson  
Notary Public, Wake County, NC  
My Commission Expires 02-21-1991

(AFFIX NOTARIAL SEAL)



JOINDER AND CONSENT OF TRUSTEE AND BENEFICIARY

NCNB NATIONAL BANK OF NORTH CAROLINA and THOMAS L. DODSON, as Substitute Trustee, join in the execution of this Declaration of Restrictions for CABRIOLET AT CARRIAGE HILLS, SECTION 1-A, for the sole purpose of subjecting, submitting and subordinating, and they, and each of them, do hereby subject, submit and subordinate any and all right, title and interest in SECTION 1-A of CABRIOLET AT CARRIAGE HILLS that they have, or either of them has, or may have, by virtue of those deeds of trust recorded in Book 1316, at Page 371 and Book 1361, at Page 1764, both of the New Hanover County Registry, to said Declaration of Restrictions, and every provision hereof, and to the jurisdiction of CARRIAGE HILLS OWNERS ASSOCIATION, and the same may be amended from time to time.

IN WITNESS WHEREOF, NCNB NATIONAL BANK OF NORTH CAROLINA has caused this Joinder and Consent to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and THOMAS L. DODSON, as Substitute Trustee, has hereunto set his hand and seal, this the 17 day of November, 1987.

ATTEST:

NCNB NATIONAL BANK OF NORTH CAROLINA

Teresa D. Ray  
Assistant Secretary

By: [Signature]  
Vice President



(AFFIX CORPORATE SEAL)

Thomas L. Dodson (SEAL)  
THOMAS L. DODSON  
Substitute Trustee

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

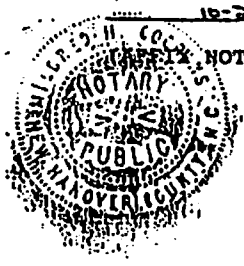
I, a Notary Public of the State aforesaid, New Hanover County, certify that Teresa D. Ray, personally came before me this day and acknowledged that she is Assistant Secretary of NCNB NATIONAL BANK OF NORTH CAROLINA, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her self as its Assistant Secretary.

Witness my hand and official stamp or seal, this the 17 day of November, 1987.

Mildred M. Conners  
Notary Public

My Commission Expires:

10-2-88



(AFFIX NOTARIAL SEAL)



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, a Notary Public of the State aforesaid, New Hanover  
County, certify that THOMAS L. DODSON, Substitute Trustee,  
personally appeared before me this day and acknowledged the  
execution of the foregoing JOINDER AND CONSENT.

Witness my hand and official stamp or seal, this the 17  
day of November, 1987.

Mildred H. Giggins  
Notary Public

My Commission Expires:

10-2-88

(AFFIX NOTARIAL SEAL)



STATE OF NORTH CAROLINA, New Hanover County  
The Foregoing Certificate(s) of Dale B. Covil, Shirley A. Wilson, Mildred H. Giggins, Notaries Public

(is/are) certified to be correct.

This 18th day of November A.D., 1987

Rebecca P. Tucker, Register of Deeds

By [Signature]  
Deputy

/CARR-9

STATE OF NORTH CAROLINA  
 COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS  
 CABRIOLET AT CARRIAGE HILLS,  
 SECTION 2

168

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK ORGANIZATION, INC., (hereinafter LOI) a North Carolina corporation, is the OWNER of all of the interest and equity in that certain tract of land known as CABRIOLET AT CARRIAGE HILLS, SECTION 2, and it is the desire of the undersigned, to ensure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in CABRIOLET AT CARRIAGE HILLS, SECTION 2, that all of the lots in said subdivision as shown on a map recorded in Map Book 28 at Page 49 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

2. No residence smaller than 1600 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, or its designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants.

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On corner lots, the side having the least frontage shall be considered the front lot line of said lot.

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6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of LOI. No fence so approved or consented to shall be permitted nearer the front

lot line than the rear corners of the house constructed upon said lot.

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8. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the OWNER/LOI used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

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for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clear condition any easement which may traverse a portion of the lot, and in the event that the Buyer or Purchaser of any lot within the said subdivision breaches this restriction, LOI reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at the owner's expense.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the subdivision is prohibited.

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(b) No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the subdivision; and

(iii) the other standards set forth within this Declaration (and any amendments thereto) or matters in which the Committee has been vested with the authority or render a final interpretation and decision.

(c) Approval by the Committee shall not be required for an Owner to repaint the exterior of their home in its original color(s). In addition, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways of the subdivision shall not require approval by the Committee.

(d) The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the subdivision. The Committee shall also have the authority to require a minimum of 7-12 foot roof slope, to specify that chimney flues be covered with brick or masonry or wood, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of wood framed windows, and generally to require that any plans meet the standards of the existing improvements, if any, on neighboring lots. The Committee shall from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

(e) The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, municipal codes, state statutes or the common law, whether the same relate to lot lines, easements or any other issue.

23. To provide for the maintenance, repair and upkeep of common areas and amenities, LOI has formed CARRIAGE HILLS OWNERS ASSOCIATION, a non-profit corporation organized pursuant to the Non-Profit Corporation Act of the State of North Carolina, the Articles of Incorporation for which are recorded in Book 1390, at Page 795 and amended in Book 1395 at Page 1716, New Hanover County Registry.

There are no common areas or amenities in this section of CABRIOLET AT CARRIAGE HILLS; however, future sections may include a swimming pool, a club house, a tennis court, and common

greenways, all of which owners in this section will be entitled to use.

The By-Laws of said Association are attached as Exhibit "A" to the Declaration of Restrictions for CABRIOLET AT CARRIAGE HILLS, SECTION 1, as recorded in Book 1396, at Page 1660, New Hanover County Registry, and are incorporated herein by reference. Said By-Laws provide, among other things, for the collecting and the enforcement of collection of assessments for the maintenance and upkeep of common areas and amenities, if any, in the subdivision. The owners of all lots in CABRIOLET AT CARRIAGE HILLS, SECTION 2, upon acceptance of a deed to their lot shall automatically become a member of said Association and shall be subject to all of the terms, conditions and provisions of said Articles of Incorporation and said By-Laws.

24. Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) The membership(s) in the CARRIAGE HILLS OWNERS ASSOCIATION appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and amenities, if any, subject to the right of the Association to dedicate or transfer all or any part of the common areas and amenities, if any, for such purposes and subject to such conditions as the Association may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Associations and the Rules and Regulations of the Associations, including the payment of dues and assessments as provided in the By-Laws.

25. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

26. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said CABRIOLET to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.

27. Developer shall have the right, but not the obligation, at any time prior to December 31, 2000, to subject additional properties to these covenants, provided, however, any such additional properties must come from the tract described on Exhibit "A" hereto attached, made a part hereof, and incorporated herein by reference.

28. So long as the Developer controls the CARRIAGE HILLS OWNERS ASSOCIATION, the prior approval of the Veteran's Administration will be required before the following actions, or any of them, are taken:

- (a) Annexation of additional properties;
- (b) Dedication of common areas; and
- (c) Amendment of this Declaration.

29. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of LOI, for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, LOI has caused this instrument to be signed in its name by its President or Vice-President, sealed with its corporate seal, and attested by its Secretary, or Assistant Secretary, this 13th day of January, 1988.

LANDMARK ORGANIZATION, INC.

ATTEST:

Cecil A. Knight  
~~not~~ Secretary

BY: B. Rex Stephens  
VICE President

(AFFIX CORPORATE SEAL)



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

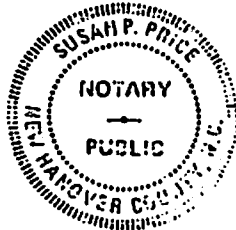
I, SUSAN P. PRICE, a Notary Public of said County and State, do hereby certify that CECIL A. KNIGHT, personally came before me this day and acknowledged that he/~~she~~ is Assistant Secretary of LANDMARK ORGANIZATION, INC., and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself/~~herself~~ as its Assistant Secretary.

WITNESS my hand and notarial seal this 13th day of January, 1988

Susan P. Price  
Notary Public

My Commission Expires:  
11/24/91

(AFFIX NOTARIAL SEAL)



1402 1347

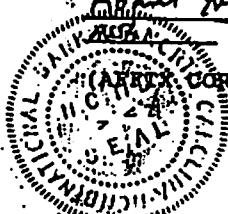
JOINDER AND CONSENT OF TRUSTEE AND BENEFICIARY

NCNB NATIONAL BANK OF NORTH CAROLINA and THOMAS L. DODSON, as Substitute Trustee, join in the execution of this Declaration of Restrictions for CABRIOLET AT CARRIAGE HILLS, SECTION 2, for the sole purpose of subjecting, submitting and subordinating, and they, and each of them, do hereby subject, submit and subordinate any and all right, title and interest in SECTION 2 of CABRIOLET AT CARRIAGE HILLS that they have, or either of them has, or may have, by virtue of those deeds of trust recorded in Book 1316, at Page 371 and Book 1361, at Page 1764, both of the New Hanover County Registry, to said Declaration of Restrictions, and every provision hereof, and to the jurisdiction of CARRIAGE HILLS OWNERS ASSOCIATION, and the same may be amended from time to time.

IN WITNESS WHEREOF, NCNB NATIONAL BANK OF NORTH CAROLINA has caused this Joinder and Consent to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and THOMAS L. DODSON, as Substitute Trustee, has hereunto set his hand and seal, this the 19 day of January, 1988.

ATTEST:

NCNB NATIONAL BANK OF NORTH CAROLINA

Robert Henry  
Secretary  
(AFFIX CORPORATE SEAL)  


By: Thomas L. Dodson  
Senior Vice President

Thomas L. Dodson (SEAL)  
THOMAS L. DODSON  
Substitute Trustee

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER


I, a Notary Public of the State aforesaid, New Hanover County, certify that Robert Henry, personally came before me this day and acknowledged that he is Asst. Secretary of NCNB NATIONAL BANK OF NORTH CAROLINA, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Senior Vice President, sealed with its corporate seal and attested by himself as its Asst. Secretary.

Witness my hand and official stamp or seal, this the 19 day of January, 1988.

Richard H. Coggins  
Notary Public

My Commission Expires:

10-2-88

(AFFIX NOTARIAL SEAL)  




RECORDED AND VERIFIED  
REBECCA P. TUCKER  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA 1402 1348  
COUNTY OF NEW HANOVER

JAN 19 3 41 PM '88

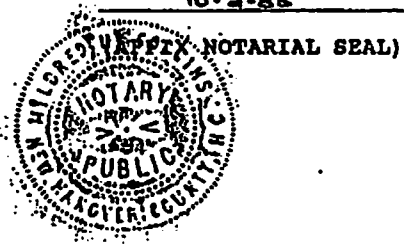
I, a Notary Public of the State aforesaid, New Hanover  
County, certify that THOMAS L. DODSON, Substitute Trustee,  
personally appeared before me this day and acknowledged the  
execution of the foregoing JOINDER AND CONSENT.

Witness my hand and official stamp or seal, this the 19  
day of January, 1988.

Mildred H. Coggins  
Notary Public

My Commission Expires:

10-2-88



STATE OF NORTH CAROLINA, New Hanover County

The Foregoing Certificate (s) of Susan P. Price and Mildred H. Coggins, Notaries Public

This 19th day of January, A.D., 1988 (is/are) certified to be correct.

Rebecca P. Tucker, Register of Deeds

By [Signature]  
As proxy

/CARR-10

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK ORGANIZATION, INC., (hereinafter LOI) a North Carolina corporation, is the OWNER of all of the interest and equity in that certain tract of land known as CABRIOLET AT CARRIAGE HILLS, SECTION 3, and it is the desire of the undersigned, to ensure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in CABRIOLET AT CARRIAGE HILLS, SECTION 3, that all of the lots in said subdivision as shown on a map recorded in Map Book 28 at Page 50 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.
2. No residence smaller than 1600 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, or its designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.
3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants.
4. Since the establishment of standard inflexible building, setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, LOI reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distances established by applicable New Hanover County ordinances.
- On corner lots, the side having the least frontage shall be considered the front lot line of said lot.
5. No house trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of LOI. No fence

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so approved or consented to shall be permitted nearer the front lot line than the rear corners of the house constructed upon said lot.

7. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, without the express written consent of LOI.

8. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the OWNER/LOI used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

9. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

10. No satellite dishes, other unsightly antennas or equipment shall be allowed upon any lot in the subdivision.

11. All water to be used in said subdivision for any purpose whatsoever shall be obtained from the City of Wilmington public water system, unless shallow wells to be used only for non-human consumption are approved by the City-County Board of Health and the City of Wilmington.

All sewage disposal shall be only by tapping onto the City of Wilmington public sewer system.

12. No yard sales or garage sales shall be permitted upon any lot in the subdivision.

13. All building plans for residence must be approved, prior to construction, by LOI or an agent appointed by LOI.

14. (a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(c) Unsightly inoperative junk cars, equipment, materials and like exposures cannot be maintained on the property either prior to or after the residence has been erected on any lot.

15. (a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of CABRIOLET. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. LOI reserves

the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clear condition any easement which may traverse a portion of the lot, and in the event that the Buyer or Purchaser of any lot within the said subdivision breaches this restriction, LOI reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at the owner's expense.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the subdivision is prohibited.

16. The general grading, slope and drainage plan of a lot may not be altered without the express written approval of the City of Wilmington and other appropriate agencies having authority to grant such approval.

17. Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

18. LOI reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each residence.

19. Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by LOI. Such mailboxes or paper boxes may be provided by the builder. Any boxes provided by the builder shall be considered an improvement and must remain with the lot.

20. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible from the street, except on garbage pick-up days.

21. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from LOI, LOI may collect and dispose of such rubbish and trash at the lot owner's expense.

22. (a) Until such time as control of the Carriage Hills Owners Association has been turned over to the membership of the Association as hereinafter described, LOI, or a committee appointed by them, to be known as the Architectural Control Committee, shall act to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the subdivision. After control of said Association has been turned over to the membership thereof, said Committee (to consist of not less than three (3) members) shall be appointed by the Board of Directors of the Association to serve upon such terms and conditions as the Board may determine.

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(b) No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the subdivision; and

(iii) the other standards set forth within this Declaration (and any amendments thereto) or matters in which the Committee has been vested with the authority or render a final interpretation and decision.

(c) Approval by the Committee shall not be required for an Owner to repaint the exterior of their home in its original color(s). In addition, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways of the subdivision shall not require approval by the Committee.

(d) The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the subdivision. The Committee shall also have the authority to require a minimum of 7-12 foot roof slope, to specify that chimney flues be covered with brick or masonry or wood, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of wood framed windows, and generally to require that any plans meet the standards of the existing improvements, if any, on neighboring lots. The Committee shall from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

(e) The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, municipal codes, state statutes or the common law, whether the same relate to lot lines, easements or any other issue.

23. To provide for the maintenance, repair and upkeep of common areas and amenities, LOI has formed CARRIAGE HILLS OWNERS ASSOCIATION, a non-profit corporation organized pursuant to the Non-Profit Corporation Act of the State of North Carolina, the Articles of Incorporation for which are recorded in Book 1390, at Page 795 and amended in Book 1395 at Page 1716, New Hanover County Registry.

There are no common areas or amenities in this section of CABRIOLET AT CARRIAGE HILLS; however, future sections may include a swimming pool, a club house, a tennis court, and common

greenways, all of which owners in this section will be entitled to use.

The By-Laws of said Association are attached as Exhibit "A" to the Declaration of Restrictions for CABRIOLET AT CARRIAGE HILLS, SECTION 1, as recorded in Book 1396, at Page 1660, New Hanover County Registry, and are incorporated herein by reference. Said By-Laws provide, among other things, for the collecting and the enforcement of collection of assessments for the maintenance and upkeep of common areas and amenities, if any, in the subdivision. The owners of all lots in CABRIOLET AT CARRIAGE HILLS, SECTION 3, upon acceptance of a deed to their lot shall automatically become a member of said Association and shall be subject to all of the terms, conditions and provisions of said Articles of Incorporation and said By-Laws.

24. Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) The membership(s) in the CARRIAGE HILLS OWNERS ASSOCIATION appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and amenities, if any, subject to the right of the Association to dedicate or transfer all or any part of the common areas and amenities, if any, for such purposes and subject to such conditions as the Association may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Associations and the Rules and Regulations of the Associations, including the payment of dues and assessments as provided in the By-Laws.

25. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

26. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said CABRIOLET to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.

27. Developer shall have the right, but not the obligation, at any time prior to December 31, 2000, to subject additional properties to these covenants, provided, however, any such additional properties must come from the tract described on Exhibit "A" hereto attached, made a part hereof, and incorporated herein by reference.

28. So long as the Developer controls the CARRIAGE HILLS OWNERS ASSOCIATION, the prior approval of the Veteran's Administration will be required before the following actions, or any of them, are taken:

- (a) Annexation of additional properties;
- (b) Dedication of common areas; and
- (c) Amendment of this Declaration.

29. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of LOI, for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, LOI has caused this instrument to be signed in its name by its President or Vice-President, sealed with its corporate seal, and attested by its Secretary, or Assistant Secretary, this 13th day of January, 1988.

ATTEST:

LANDMARK ORGANIZATION, INC.

Cecil A. Knight  
~~Asst~~ Secretary

BY: B. Pax Stephens  
~~LOI~~ President

(AFFIX CORPORATE SEAL)



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, SUSAN P. PRICE, a Notary Public of said County and State, do hereby certify that CECIL A. KNIGHT, personally came before me this day and acknowledged that he/~~she~~ is Assistant Secretary of LANDMARK ORGANIZATION, INC., and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself/~~herself~~ as its Assistant Secretary.

WITNESS my hand and notarial seal this 13th day of January, 1988.

Susan P. Price  
Notary Public

My Commission Expires:

11/24/91

(AFFIX NOTARIAL SEAL)



NCNB NATIONAL BANK OF NORTH CAROLINA and THOMAS L. DODSON, as Substitute Trustee, join in the execution of this Declaration of Restrictions for CABRIOLET AT CARRIAGE HILLS, SECTION 3, for the sole purpose of subjecting, submitting and subordinating, and they, and each of them, do hereby subject, submit and subordinate any and all right, title and interest in SECTION 3 of CABRIOLET AT CARRIAGE HILLS that they have, or either of them has, or may have, by virtue of those deeds of trust recorded in Book 1316, at Page 371 and Book 1361, at Page 1764, both of the New Hanover County Registry, to said Declaration of Restrictions, and every provision hereof, and to the jurisdiction of CARRIAGE HILLS OWNERS ASSOCIATION, and the same may be amended from time to time.

IN WITNESS WHEREOF, NCNB NATIONAL BANK OF NORTH CAROLINA has caused this Joinder and consent to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and THOMAS L. DODSON, as Substitute Trustee, has hereunto set his hand and seal, this 19 day of January, 1988.

NCNB NATIONAL BANK OF NORTH CAROLINA

By: Thomas L. Dodson Senior Vice President

Thomas L. Dodson (SEAL)  
Substitute Trustee

ATTEST:  
[Signature] Secretary



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, a Notary Public of the State aforesaid, New Hanover County, certify that Robert Henry, personally came before me this day and acknowledged that he is Secretary of NCNB NATIONAL BANK OF NORTH CAROLINA, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Senior Vice President, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and official stamp or seal, this the 19 day of January, 1988.

Robert H. Coggins Notary Public

My Commission Expires:

10-2-88

(OFFICIAL NOTARIAL SEAL)





BUJR

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RECORDED AND VERIFIED  
REBECCA P. TUCKER  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

JAN 19 3 42 PM '88

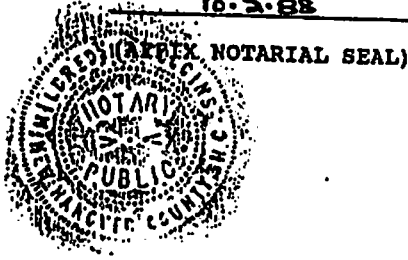
I, a Notary Public of the State aforesaid, New Hanover County, certify that THOMAS L. DODSON, Substitute Trustee, personally appeared before me this day and acknowledged the execution of the foregoing JOINDER AND CONSENT.

Witness my hand and official stamp or seal, this the 19 day of January, 1988.

Mildred H. Coggins  
Notary Public

My Commission Expires:

10-2-88



STATE OF NORTH CAROLINA, New Hanover County  
The Foregoing Certificate(s) of Susan P. Price and Mildred H. Coggins, Notaries Public

This 19th day of January, A.D. 19 88 (is/are) certified to be correct.

Rebecca P. Tucker, Register of Deeds  
By [Signature] Deputy

/CARR-11

BOOK PAGE  
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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS  
CABRIOLET AT  
CARRIAGE HILLS, SECTION 4

That the undersigned, LANDMARK DEVELOPERS, INC., a North Carolina corporation and LANDMARK HOMES, INC., a North Carolina corporation (hereinafter collectively Developer) are the OWNERS of all of the interest and equity in that certain tract of land known as CABRIOLET AT CARRIAGE HILLS, SECTION 4, and CARRIAGE HILLS OWNERS ASSOCIATION is the owner of the common areas of CARRIAGE HILLS, and it is the desire of the undersigned, to ensure the use of CABRIOLET AT CARRIAGE HILLS, SECTION 4, for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in CABRIOLET AT CARRIAGE HILLS, SECTION 4, that all of the lots in said subdivision as shown on a map recorded in Map Book 34, Page 52 of the New Hanover County Registry, that revision to the map, recorded in Map Book 34, Page 355, of the New Hanover County Registry, and any other revisions to said maps, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

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1. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

2. No residence smaller than 1,600 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, or its designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, wood, masonite-type hardboard lap siding, vinyl, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants. In addition, all exposed foundations shall be brick, stone or stucco.

4. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, Developer reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distances established by applicable City of Wilmington ordinances.

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5. No house, trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of Developer or its designee. No fence so approved or consented to shall be permitted nearer the front lot line than the rear corners of the house constructed upon said lot. Fences constructed by Developer shall be permitted nearer the front lot line than the rear corners of the house constructed upon said lot, so long as the fence is used in connection with a model home or sales office and is removed at the time the house is no longer being used for sales purposes.

7. Fences may be installed within the buffer easement areas located on Lots 1 and 7R as is more fully shown on that map recorded in Map Book 34, Page 52, of the New Hanover County Registry. These fences shall be maintained by the Carriage Hills Owners Association, Inc. The owners of Lots 1 and 7R as shown on that map recorded in Map Book 34, Page 52, of the New Hanover County Registry, shall pay a monthly assessment to the Association for the maintenance, repair, upkeep and replacement reserves for the fence. This monthly assessment shall be in addition to the regular monthly assessment payable to the Association as is more fully set forth in Paragraph 26 hereinafter. Fences are not "structures" as defined by applicable City of Wilmington Ordinances as that term is used in those maps recorded in Map Book 34, Page 52, and in Map Book 34, Page 355, both of the New Hanover County Registry.

8. Modular and prefabricated homes and previously constructed homes may not be erected or placed on any lot, without the express written consent of Developer or its designee.

9. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the OWNER/Developer or Developer's designee used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

10. Sign easements are reserved on Lots 1 and 7R as is more fully described in Map Book 34, Page 52, of the New Hanover County Registry. Signs identifying the subdivision may be placed within these sign easement areas. The Association shall maintain the signs and landscaping located within these sign easement areas.

11. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

12. No satellite dishes, other unsightly antennas or equipment shall be allowed upon any lot in the subdivision unless it is approved by Developer and it is screened so as not to be visible by owners of other lots or from the street.

13. All water to be used in said subdivision for any purpose whatsoever shall be obtained from the City of Wilmington public water system, unless shallow wells to be used only for non-human consumption are approved by the City-County board of Health and the City of Wilmington.

All sewage disposal shall be only by tapping onto the City of Wilmington public sewer system.

14. No yard sales or garage sales shall be permitted upon any lot in the subdivision.

15. All building plans for structures must be approved, prior to construction, by Developer or an agent appointed by Developer or by the architectural control committee as set forth hereinafter and construction must be completed within twelve (12) months of the commencement of construction.

16. (a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(c) Unsightly inoperative junk cars, equipment, materials and like exposures cannot be maintained on the property either prior to or after the residence has been erected on any lot.

(d) No trailers, campers, recreational vehicles, trucks larger than a pickup truck, or other motor vehicles, except standard passenger vehicles shall be allowed, placed, parked or permitted upon any of the lots in said subdivision or upon any streets therein.

17. All lots are subject to the State of North Carolina rules and regulations concerning storm water run off as these rules and regulations are amended from time to time. These regulations currently provide that each Lot will be restricted to 2500 square feet of built upon area, including impervious surfaces such as foundation; structures; driveways; including that portion of the driveway located within a street right-of-way, which runs from the property line to the road pavement; and walkways or patios of brick, stone or slate, and marl or stone covered areas, not including wood decking or the water surface of swimming pools. All drainage swails or drainage patterns used to treat stormwater run off as required by the State of North Carolina may not be filled in, piped or changed without the consent of the DEVELOPER its designee or the State and must be maintained as set forth in Section 18. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater run off regulations as the same may be amended from time to time. This paragraph cannot be changed or deleted without the consent of the State of North Carolina.

18. (a) Easements for the installation and maintenance of fences, utilities and drainage facilities are reserved over the rear, front and side ten (10) feet of each lot and easements for drainage and utilities also are reserved as shown and designated on The Plat of CABRIOLET AT CARRIAGE HILLS, SECTION 4. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Developer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. The

DEVELOPER shall have no responsibility for maintaining drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns, within said easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in this easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

In certain instances, conservation areas or green ways, or vegetated buffers may be conveyed with lot to owner. Such areas are for conservation purposes and, as such, not for owners' private use. These areas are to remain entirely natural. No fences or structures of any type may be erected in said areas except as provided in paragraph 7 herein and no undergrowth or any type of vegetation may be removed.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the subdivision are prohibited.

19. The general grading, slope and drainage plan of a lot may not be altered without the express written approval of the City of Wilmington and other appropriate agencies having authority to grant such approval.

20. Each lot owner shall maintain the exterior of all buildings, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotted parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

21. Developer reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the Owner of each residence.

22. Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by Developer. Such mailboxes or paper boxes may be provided by the builder. Any boxes provided by the builder shall be considered an improvement and must remain with the lot.

23. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible from the street, except on garbage pick-up days.

24. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from Developer or its designee, its successors or assigns, Developer or its designee may collect and dispose of such rubbish and trash at the lot owner's expense.

25. (a) Developer or its designee, or the Architectural Control Committee of the Carriage Hills Owners Association, Inc., shall act to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the subdivision. Architectural Control Committee (to consist of not less than three (3) members) shall be appointed by the Board of Directors of the Association to serve upon such terms and conditions as the Board may determine.

(b) No landscaping shall be undertaken and no building, fence, wall, outbuilding, flagpole or any other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by Developer as to:

(i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Subdivision; and

(iii) the other standards set forth within this Declaration (and any amendments thereto) or matters in which Developer has been vested with the authority to render a final interpretation and decision. Developer may assign its rights under this paragraph 25 to the Carriage Hills Owners Association, Inc. and its Architectural Control Committee. The Carriage Hills Owners Association shall then have the right to enforce all of the provisions of this paragraph 25.

(c) Approval by the Committee shall not be required for an Owner to repaint the exterior of their home in its original color(s). In addition, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways of the subdivision shall not require approval by Developer.

(d) Developer shall have sole discretion with respect to taste, design and all standards specified herein. One objective of Developer is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. Developer shall also have the authority to require a minimum of 6-12 foot roof slope as seen from the front street side of the home, to specify that chimney flues be covered with brick or masonry or wood, and generally to require that any plans meet the standards of the existing improvements, if any, on neighboring lots.

(e) The members of the Committee shall have no liability for decisions made by Developer so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to Developer shall be the responsibility of the owner of the lot to which the improvements relate, and Developer shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, municipal codes, state statutes or the common law, whether the same relate to lot lines, easements or any other issue.

26. To provide for the maintenance, repair and upkeep of common areas and amenities, Developer has formed CARRIAGE HILLS OWNERS ASSOCIATION, a non-profit corporation organized pursuant to the Non-Profit Corporation Act of the State of North Carolina, the Articles of Incorporation for which are recorded in Book 1390, at Page 795 and amended in Book 1395 at Page 1716, New Hanover County Registry.

The amenities of Carriage Hills of which SECTION 4, CABRIOLET AT CARRIAGE HILLS is a part, consists of a swimming pool, club house, tennis court, and common greenways which are located at Steeplechase and New Holland Road, all of which the owners in CABRIOLET AT CARRIAGE HILLS, SECTION 4, are entitled to use.

The By-Laws of the ASSOCIATION are attached as Exhibit "A" to the Declaration of Restrictions for THE CHAISE AT CARRIAGE HILLS, SECTION 2, as recorded in Book 1396, at Page 1660, New Hanover County Registry, and are incorporated herein by reference. Said By-Laws provide, among other things, for the collecting and the enforcement of collection of assessments for the maintenance and upkeep of common areas and amenities, if any, in the subdivision. The owners of all lots in CABRIOLET AT CARRIAGE HILLS, SECTION 4, upon acceptance of a deed to their lot shall automatically become a member of the ASSOCIATION and shall be subject to all of the terms, conditions, and provisions of said Articles of Incorporation and said By-Laws.

27. Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) The membership(s) in the CARRIAGE HILLS OWNERS ASSOCIATION appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the ASSOCIATION owned, in the ASSOCIATION and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and amenities, if any, subject to the right of the ASSOCIATION to dedicate or transfer all or any part of the common areas and amenities, if any, for such purposes and subject to such conditions as the ASSOCIATION may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the ASSOCIATION and the Rules and Regulations of the ASSOCIATION, including the payment of dues and assessments as provided in the By-Laws.

27. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

28. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said CABRIOLET AT CARRIAGE HILLS, SECTION 4 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.

29. At any time prior to December 31, 2001, these Restrictions may be amended by DEVELOPER at its discretion, but not to impair the property value of the lot owners. Retention of this right by DEVELOPER is not intended to affect the general or common scheme of development for the property herein described but to correct and/or modify situations or circumstances which may arise

during the course of development. At any time thereafter, this DECLARATION may be amended by two-thirds (2/3) of the lots, and an instrument must be recorded in the New Hanover County Registry for such amendment to be effective.

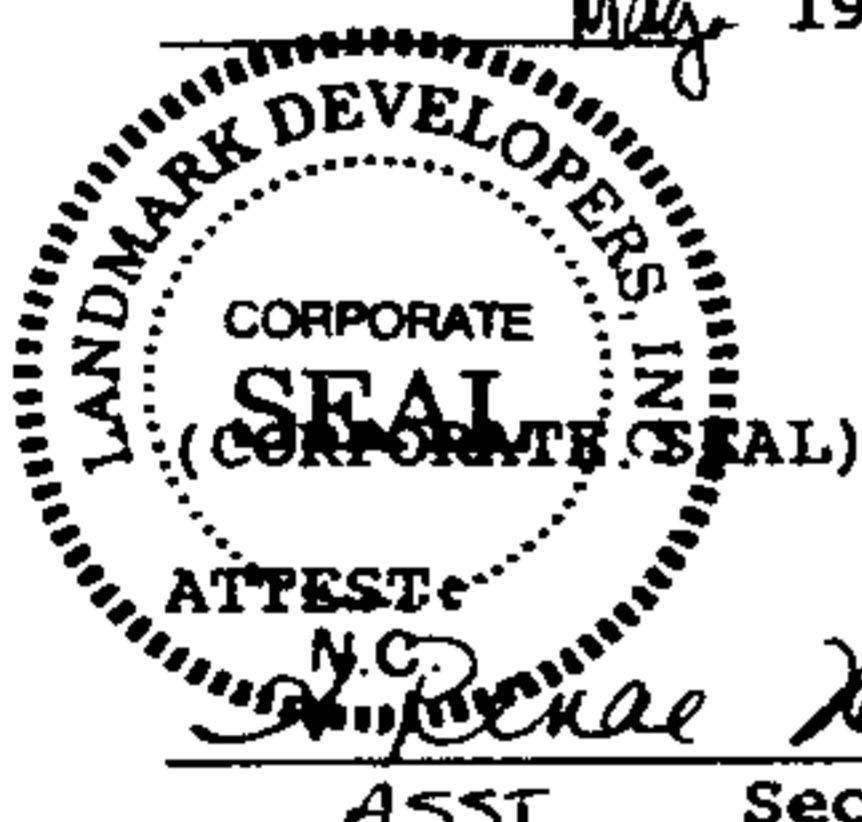
30. DEVELOPER reserves the right to revise the lines and boundaries of lots not previously conveyed for any purpose including, but not limited, to the additions of or extension of streets and roadways for the purpose of providing access to adjacent properties.

31. DEVELOPER is not liable and makes no representation as to the development of any other phase or section except the phase or section covered by these Restrictions. DEVELOPER may make changes in future sections of the development not subject to these Restrictions, including but not limited to changes in design, type of structures, restrictions or character of section. All maps, brochures and plans are purely for planning and illustration purposes and are not to be relied upon as any promise or covenant of whatsoever kind or nature. DEVELOPER shall be obligated for, and any owner shall solely rely on the plans, plats, and restrictions that are recorded for the section herein described.

32. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of Developer, for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

33. The Red-Cockaded Woodpecker is recognized as a federally endangered species, and as such it and its cavity trees are protected by federal law. Cavity trees of the Red-Cockaded Woodpecker exist in various locations throughout the property and have been tagged for easy identification. Any person or persons attempting to remove trees or causing damage to such sites are subject to prosecution to the fullest extent permissible under federal law.

IN TESTIMONY WHEREOF, Landmark Developers, Inc., Landmark Homes, Inc. and Carriage Hills Owners Association have caused this instrument to be signed in its respective names by its President or Vice-President, sealed with its corporate seal, and attested by its Secretary or Assistant Secretary, this the 24th day of May 1995.



LANDMARK DEVELOPERS, INC.

BY: B. Rex Stephens  
VICE President

A. Renae Minant  
ASST. Secretary



LANDMARK HOMES, INC.

BY: B. Rex Stephens  
VICE President

A. Renae Minant  
ASST. Secretary





CARRIAGE HILLS OWNERS ASSOCIATION

BY: W. C. Hamilton  
President

(CORPORATE SEAL)

ATTEST: [Signature]  
Secretary

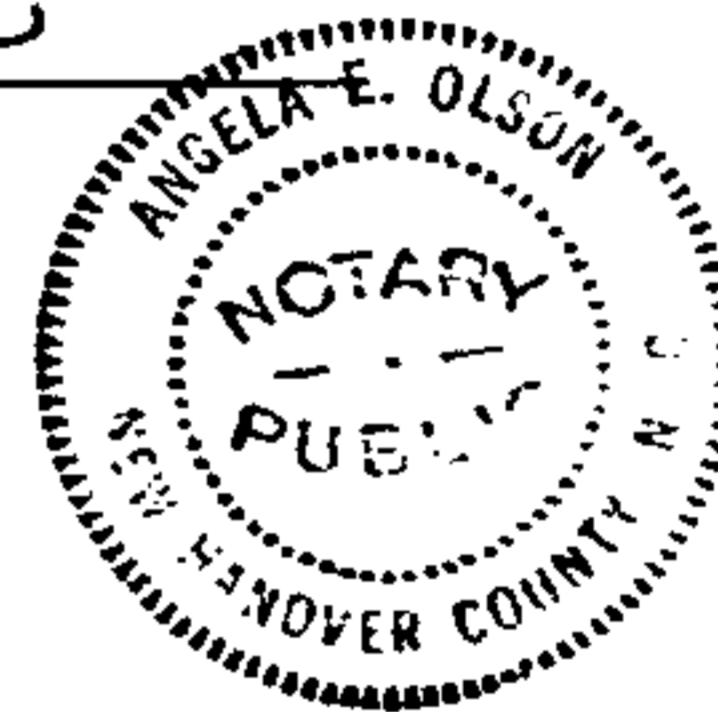
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Angela E. Olson, a Notary Public of the State and County aforesaid, certify that H. Renee Hinnant personally came before me this day and acknowledged that he/she is Asst. Secretary of Landmark Developers, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself/herself as its Asst. Secretary.

WITNESS my hand and official seal this 26<sup>th</sup> day of May, 1995.

Angela E. Olson  
Notary Public



My Commission Expires:

June 15, 1998

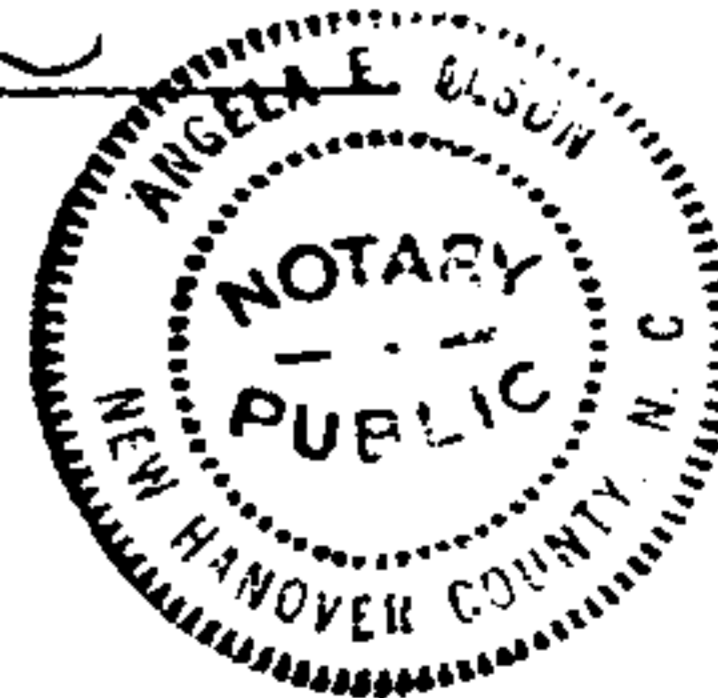
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Angela E. Olson, a Notary Public of the State and County aforesaid, certify that H. Renee Hinnant personally came before me this day and acknowledged that he/she is Asst. Secretary of Landmark Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself/herself as its Asst. Secretary.

WITNESS my hand and official seal this 26<sup>th</sup> day of May, 1995.

Angela E. Olson  
Notary Public



My Commission Expires:

June 15, 1998

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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I, Sandra O. Dail, a Notary Public of the State and County aforesaid, certify that Dennis Quinn personally came before me this day and acknowledged that he/she is Secretary of Carriage Hills Owners Association, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested by himself/herself as its \_\_\_\_\_ Secretary.

WITNESS my hand and official seal this 25<sup>th</sup> day of May, 1995.

Sandra O. Dail  
Notary Public

My Commission Expires:  
9/27/99



NORTH CAROLINA  
NEW HANOVER COUNTY

The foregoing certificate of Angela E. Osborne Sandra O. Dail Notary Public, is certified to be correct.

This 26 day of May, 1995.

MARY SUE OTTS,  
REGISTER OF DEEDS OF NEW HANOVER COUNTY

BY: Jammy D. [Signature]  
Deputy

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SEARCHED AND VERIFIED  
MARY SUE OTTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC  
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RECORDED AND VERIFIED  
MARY GUE DOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC  
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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS  
CABRIOLET AT  
CARRIAGE HILLS, SECTION 5

That the undersigned, LANDMARK DEVELOPERS, INC., a North Carolina Corporation and LANDMARK HOMES, INC., a North Carolina corporation (hereinafter collectively DEVELOPER) are the OWNERS of all of the interest and equity in that certain tract of land known as CABRIOLET AT CARRIAGE HILLS, SECTION 5, and CARRIAGE HILLS OWNERS ASSOCIATION is the owner of the common areas of CARRIAGE HILLS, and it is the desire of the undersigned, to ensure the use of CABRIOLET AT CARRIAGE HILLS, SECTION 5, for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in CABRIOLET AT CARRIAGE HILLS, SECTION 5, that all of the lots in said subdivision as shown on a map recorded in Map Book 35, Page 63 and the revised lots shown in Map Book 35, Page 106 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

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1. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.
2. No residence smaller than 1,600 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, or its designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.
3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, wood, masonite-type hardboard lap siding, vinyl, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants. In addition, all exposed foundations shall be brick, stone or stucco.
4. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, DEVELOPER reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distances established by applicable City of Wilmington ordinances.

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5. No house, trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of DEVELOPER or its designee. No fence so approved or consented to shall be permitted nearer the front lot line than the rear corners of the house constructed upon said lot. Fences constructed by DEVELOPER shall be permitted nearer the front lot line than the rear corners of the house constructed upon said lot, so long as the fence is used in connection with a model home or sales office and is removed at the time the house is no longer being used for sales purposes.

7. Modular and prefabricated homes and previously constructed homes may not be erected or placed on any lot, without the express written consent of DEVELOPER or its designee.

8. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the OWNER/DEVELOPER or DEVELOPER'S designee used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

9. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

10. No satellite dishes, other unsightly antennas or equipment shall be allowed upon any lot in the subdivision unless it is approved by DEVELOPER and it is screened so as not to be visible by owners of other lots or from the street.

11. All water to be used in said subdivision for any purpose whatsoever shall be obtained from the City of Wilmington public water system, unless shallow wells to be used only for non-human consumption are approved by the City-County board of Health and the City of Wilmington.

All sewage disposal shall be only by tapping onto the City of Wilmington public sewer system.

12. No yard sales or garage sales shall be permitted upon any lot in the subdivision.

13. All building plans for structures must be approved, prior to construction, by DEVELOPER or an agent appointed by DEVELOPER or by the architectural control committee as set forth hereinafter and construction must be completed within twelve (12) months of the commencement of construction.

14. (a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It

is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(c) Unsightly inoperative junk cars, equipment, materials and like exposures cannot be maintained on the property either prior to or after the residence has been erected on any lot.

(d) No trailers, campers, recreational vehicles, trucks larger than a pickup truck, or other motor vehicles, except standard passenger vehicles shall be allowed, placed, parked or permitted upon any of the lots in said subdivision or upon any streets therein.

15. All lots are subject to the State of North Carolina rules and regulations concerning storm water run off as these rules and regulations are amended from time to time. These regulations currently provide that each Lot will be restricted to 2500 square feet of built upon area, including impervious surfaces such as foundation; structures; driveways; including that portion of the driveway located within a street right-of-way, which runs from the property line to the road pavement; and walkways or patios of brick, stone or slate, and marl or stone covered areas, not including wood decking or the water surface of swimming pools. All drainage swails or drainage patterns used to treat stormwater run off as required by the State of North Carolina may not be filled in, piped or changed without the consent of the DEVELOPER its designee or the State and must be maintained as set forth in Section 16. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater run off regulations as the same may be amended from time to time. This paragraph cannot be changed or deleted without the consent of the State of North Carolina.

16. (a) Easements for the installation and maintenance of fences, utilities and drainage facilities are reserved over the rear, front and side ten (10) feet of each lot and easements for drainage and utilities also are reserved as shown and designated on The Plats of CABRIOLET AT CARRIAGE HILLS, SECTION 5. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. DEVELOPER reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. The DEVELOPER shall have no responsibility for maintaining drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns, within said easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in this easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

In certain instances, conservation areas or green ways, or vegetated buffers may be conveyed with lot to owner. Such areas are for conservation purposes and, as such, not for owners' private use. These areas are to remain entirely natural. No fences or structures of any type may be erected in said areas and no undergrowth or any type of vegetation may be removed.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the subdivision are prohibited.

17. The general grading, slope and drainage plan of a lot may not be altered without the express written approval of the City of Wilmington and other appropriate agencies having authority to grant such approval.

18. Each lot owner shall maintain the exterior of all buildings, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotted parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

19. DEVELOPER reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the Owner of each residence.

20. Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by DEVELOPER. Such mailboxes or paper boxes may be provided by the builder. Any boxes provided by the builder shall be considered an improvement and must remain with the lot.

21. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible from the street, except on garbage pick-up days.

22. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from DEVELOPER or its designee, its successors or assigns, DEVELOPER or its designee may collect and dispose of such rubbish and trash at the lot owner's expense.

23. (a) DEVELOPER or its designee, or the Architectural Control Committee of the Carriage Hills Owners Association, Inc., shall act to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the subdivision. Architectural Control Committee (to consist of not less than three (3) members) shall be appointed by the Board of Directors of the Association to serve upon such terms and conditions as the Board may determine.

(b) No landscaping shall be undertaken and no building, fence, wall, outbuilding, flagpole or any other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by DEVELOPER as to:

(i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Subdivision; and

(iii) the other standards set forth within this Declaration (and any amendments thereto) or matters in which DEVELOPER has been vested with the authority to render a final interpretation and decision. DEVELOPER may assign its rights under this paragraph 23 to the Carriage Hills Owners Association, Inc. and its Architectural Control Committee. The Carriage Hills Owners Association shall then have the right to enforce all of the provisions of this paragraph 23.

(c) Approval by the Committee shall not be required for an Owner to repaint the exterior of their home in its original color(s). In addition, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways of the subdivision shall not require approval by DEVELOPER.

(d) DEVELOPER shall have sole discretion with respect to taste, design and all standards specified herein. One objective of DEVELOPER is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. DEVELOPER shall also have the authority to require a minimum of 6-12 foot roof slope as seen from the front street side of the home, to specify that chimney flues be covered with brick or masonry or wood, and generally to require that any plans meet the standards of the existing improvements, if any, on neighboring lots.

(e) The members of the Committee shall have no liability for decisions made by DEVELOPER so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to DEVELOPER shall be the responsibility of the owner of the lot to which the improvements relate, and DEVELOPER shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, municipal codes, state statutes or the common law, whether the same relate to lot lines, easements or any other issue.

24. To provide for the maintenance, repair and upkeep of common areas and amenities, DEVELOPER has formed CARRIAGE HILLS OWNERS ASSOCIATION, a non-profit corporation organized pursuant to the Non-Profit Corporation Act of the State of North Carolina, the Articles of Incorporation for which are recorded in Book 1390, at Page 795 and amended in Book 1395 at Page 1716, New Hanover County Registry.

The amenities of Carriage Hills of which SECTION 5, CABRIOLET AT CARRIAGE HILLS is a part, consists of a swimming pool, club house, tennis court, and common greenways which are located at Steeplechase and New Holland Road, all of which the owners in CABRIOLET AT CARRIAGE HILLS, SECTION 5, are entitled to use.

The By-Laws of the ASSOCIATION are attached as Exhibit "A" to the Declaration of Restrictions for THE CHAISE AT CARRIAGE HILLS, SECTION 2, as recorded in Book 1396, at Page 1660, New Hanover County Registry, and are incorporated herein by reference. Said By-Laws provide, among other things, for the collecting and the enforcement of collection of assessments for the maintenance and upkeep of common areas and amenities, if any, in the subdivision. The owners of all lots in CABRIOLET AT CARRIAGE HILLS, SECTION 5, upon acceptance of a deed to their lot shall automatically become a member of the ASSOCIATION and shall be

subject to all of the terms, conditions, and provisions of said Articles of Incorporation and said By-Laws.

25. Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) The membership(s) in the CARRIAGE HILLS OWNERS ASSOCIATION appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the ASSOCIATION owned, in the ASSOCIATION and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and amenities, if any, subject to the right of the ASSOCIATION to dedicate or transfer all or any part of the common areas and amenities, if any, for such purposes and subject to such conditions as the ASSOCIATION may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the ASSOCIATION and the Rules and Regulations of the ASSOCIATION, including the payment of dues and assessments as provided in the By-Laws.

26. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

27. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said CABRIOLET AT CARRIAGE HILLS, SECTION 5 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.

28. At any time prior to December 31, 2001, these Restrictions may be amended by DEVELOPER at its discretion, but not to impair the property value of the lot owners. Retention of this right by DEVELOPER is not intended to affect the general or common scheme of development for the property herein described but to correct and/or modify situations or circumstances which may arise during the course of development. At any time thereafter, this DECLARATION may be amended by two-thirds (2/3) of the lots, and an instrument must be recorded in the New Hanover County Registry for such amendment to be effective.

29. DEVELOPER reserves the right to revise the lines and boundaries of lots not previously conveyed for any purpose including, but not limited, to the additions of or extension of streets and roadways for the purpose of providing access to adjacent properties.

30. DEVELOPER is not liable and makes no representation as to the development of any other phase or section except the phase or section covered by these Restrictions. DEVELOPER may make changes in future sections of the development not subject to these Restrictions, including but not limited to changes in design, type of structures, restrictions or character of section. All maps, brochures and plans are purely for planning and illustration purposes and are not to be relied upon as any promise or covenant of whatsoever kind or nature. DEVELOPER shall be obligated for, and any owner shall solely rely on the plans, plats, and restrictions that are recorded for the section herein described.

31. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of DEVELOPER, for a period of twenty (20) years



from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

32. The Red-Cockaded Woodpecker is recognized as a federally endangered species, and as such it and its cavity trees are protected by federal law. Cavity trees of the Red-Cockaded Woodpecker exist in various locations throughout the property and have been tagged for easy identification. Any person or persons attempting to remove trees or causing damage to such sites are subject to prosecution to the fullest extent permissible under federal law.

IN TESTIMONY WHEREOF, Landmark Developers, Inc., and Carriage Hills Owners Association have caused this instrument to be signed in its respective names by its President or Vice-President, sealed with its corporate seal, and attested by its Secretary, or Assistant Secretary, this the 6<sup>th</sup> day of December, 1995.

LANDMARK DEVELOPERS, INC.

(CORPORATE SEAL)  
CORPORATE SEAL  
LANDMARK DEVELOPERS, INC.  
ATTEST:  
A. Renee Hammit  
ASST. Secretary

BY: B. Rex Stephens  
VICE President

LANDMARK HOMES, INC.

(CORPORATE SEAL)  
CORPORATE SEAL  
LANDMARK HOMES, INC.  
ATTEST:  
A. Renee Hammit  
ASST. Secretary

BY: B. Rex Stephens  
VICE President

CARRIAGE HILLS OWNERS ASSOCIATION

(CORPORATE SEAL)  
CORPORATE SEAL  
CARRIAGE HILLS OWNERS ASSOCIATION  
ATTEST:  
A. C. Hammit  
Secretary

BY: A. C. Hammit  
President

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Betty S. Pope, a Notary Public of the State and County aforesaid, certify that H. Renee Hinnant personally came before me this day and acknowledged that he/she is Asst Secretary of Landmark Developers, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its vice President, sealed with its corporate seal, and attested by himself/herself as its Asst Secretary.

WITNESS my hand and official seal this 6<sup>th</sup> day of December, 1995.

Betty S. Pope  
Notary Public



My Commission Expires:

Nov. 8, 1996

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Sandra O. Dail, a Notary Public of the State and County aforesaid, certify that Dennis M. Hulin personally came before me this day and acknowledged that he/she is Secretary of Carriage Hills Owners Association, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Secretary.

WITNESS my hand and official seal this 19<sup>th</sup> day of December, 1995.

Sandra O. Dail  
Notary Public

My Commission Expires:

9/27/99

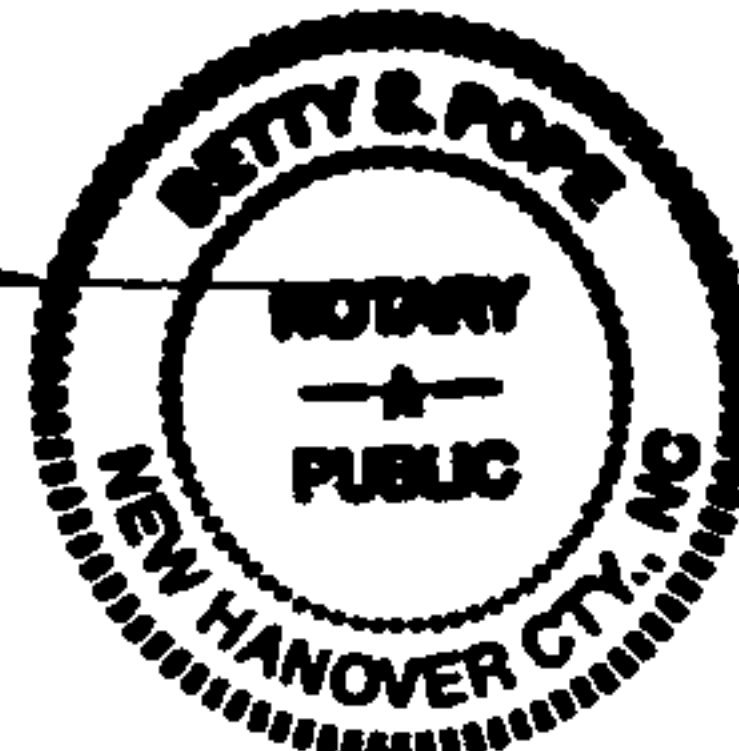
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Betty S. Pope, a Notary Public of the State and County aforesaid, certify that H. Renee Hinnant personally came before me this day and acknowledged that he/she is Asst Secretary of Landmark Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its vice President, sealed with its corporate seal, and attested by himself/herself as its Asst Secretary.

WITNESS my hand and official seal this 6<sup>th</sup> day of December, 1995.

Betty S. Pope  
Notary Public



My Commission Expires:

Nov. 8, 1996

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NORTH CAROLINA

NEW HAMOVER COUNTY

The foregoing certificate<sup>s</sup> of Betty S Pope,  
Notary Public, is certified to be correct.

This \_\_\_ day of \_\_\_\_\_, 1995.

MARY SUE OTTS,  
REGISTER OF DEEDS OF NEW HAMOVER COUNTY

BY: \_\_\_\_\_  
Deputy

MG/ro/os6.32

STATE OF NORTH CAROLINA  
New Hanover County

The foregoing / appearing Certificate(s) of

Betty S Pope  
Sandra O Dail

Notary (Notaries) Public is/ are certified  
to be correct.

This the 22 day of Dec 1995

Mary Sue Otts, Register of deeds

by [Signature]  
Deputy/Assistant