STATE OF NORTH CAROLINA COUNTY OF NEW HANOVER

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
CHAISE, PHASE ONE

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT TO DECLARATION, made this day of EARCH 1989 by LANDMARK ORGANIZATION, INC., (LOI), Successor Developer, and LESLIE PAUL HEWLETT and wife, DIANE M.

#### WITNESSETH:

THAT WHEREAS, THE CHAISE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, original Developer of CHAISE, PHASE ONE, as shown on a map thereof recorded in Map Book 28, at page 180 of the New Hanover County Registry, caused to be recorded a Declaration of Covenants, Conditions and Restrictions pertaining to CHAISE, PHASE ONE, said Declaration being recorded in Book 1434, at Page 1806 of the New Hanover County Ragistry; and

WHEREAS, following the recording of said Declaration, THE CHAISE LIMITED PARTHERSHIP transferred Lot 115 and a portion of Lot 116 of CHAISE, PHASE ONE as described hereinabove, to HEWLETT, the dead of transfer being recorded in Book 1435, at Page 1910 of the New Hanover County Registry; and

WHEREAS, by deed recorded in Book 1441, at Page 1248 of the New Hanover County Registry, THE CHAISE LIMITED PARTNERSHIP CONveyed the remaining lots in the map thereof recorded in Map Book 28, at Page 180 of the New Hanover County Registry, to LOT; and

WHEREAS, LOI and HEWLETT are now the sole owners of all the lots in CHAISE, PHASE ONE, as shown upon the map herein referred to; and

WHEREAS, LOI and HEWLETT now desire to amend the Declaration recorded in Book 1434, at Page 1806 of the New Hanover County Registry.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations to each party paid by the other, the receipt of which is hereby acknowledged, LOI and HEWLETT do hereby amend the Declaration recorded in Book 1434, at Page 1806 of the New Hanover County Registry, by deleting ARTICLES I through VII, and all sections thereof, in their entirety, and substitute in lieu thereof the following:

- 1. The property which is the subject of this Declaration are all of the lots in CHAISE, PHASE ONE, as shown upon a map recorded in Map Book 28, at Page 180, of the New Hanover County Registry. Said map is subject to being revised, not to the detriment of any present or future lot owner of any lot shown upon the existing map and upon the recording of any revision map, these restrictions shall apply to the lots as shown upon said revision map.
- 2. All lots in said Subdivision shall be known as single family residential lots, and shall be used for residential purposes only.
  - 3. No residence smaller than 1000 square feet of

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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 option, approve the construction of the dwelling if it is in provision however, does not apply to Lots 115, 116, 12, 13, 14, provision however, does not apply to Lots 115, 116, 12, 13, 14,

- 4. No concrete block, concrete brick, asbestom siding, aluminum siding, cinder block nor ter 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 covariants.
- 5. 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 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 satback lines are established by foregoing considerations. In order to assure, however, that the foregoing considerations are given maximum effect, IOI reserves for 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 applicable City of Wilmington ordinances.

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

- 6. 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 resi-
- No fence or wall shall be installed upon any in the Subdivision without the express written consent of LOI. Ho fence so approved or consented to shall be permitted nearer the front lot line than the front corners of the house constructed upon said lot.
- 8. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, without the express written consent of LOI.
- 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 equare 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 OMNER/LOI used to identify and advertise the subdivision as a whole, or by a contractor for an item of work heing performed on a given lot. a contractor for an item of work being performed on a given lot.
- 10. 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.
- 11. Ho satellite dishes, other unsightly antennas or equipment shall be allowed upon any lot in the subdivision.
- 12. 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.

- 13. Ho yard sales or garage sales shall be permitted upon any lot in the subdivision.
- 14. All building plans for residence must be approved, prior to construction, by LOI or an agent appointed by LOI.
- 15. (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, quinen fowls, other animals that may interfere with the quietude, health or safety of the community. No more than two (2) household pets will be permitted on any lot. Pets must be restrained or confined on the housewher's back lot inside a fenced area or within clean and free of pet debris. All animals must be properly tagged for identification.
- (c) Unsightly inoperative junk cars, equipment, eather prior to or after the residence has been erected on any
- (d) No trailers, boats, campers, recreational vehicles, trucks larger than a pick up 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 of the streets therein.
- 16. (a) Eassments for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Revision Plat of CHAISE, PHASE ONE. Eassments are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. IOI 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 now 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, IOI reserves the right to enter upon said lot and now the grass, clean up the lot and remove unsightly structures and objects, at the owner's expanse.

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 cutdoor drying of clothes and the erection is 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 agancies having authority to grant such approval.
- 18. Each lot owner shall maintain the exterior of all buildings, valls and other improvements on his lot, except fences, 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 valls, windows, doors, valks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. Each owner shall pay, in addition to normal nance, repair and upkeep of the fences, said amount to be determined from time to time by the Board of Directors of the Association.
- 19. LOI reserves the right to subject the real proparty in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of strest 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 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.
- 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 streat, except on garbage pick-up days.
- 22. Construction activity on a lot shall be confined with 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.
- 23. (a) Until such time as control of the CARRIAGE HILLS OWNERS ASSOCIATION has been turned over to the mambership 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 tasts, design, quality, harmony and conformity throughout the subdivision. After control of said Association has been turned over to the membership thereof, said Committee (to commist 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, exected, 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;

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 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 tasts, 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 manorry 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. This provision shall not apply to Lots 115, 116, 12, 13, 14, 15 and 16.

(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.

24. To provide for the maintenance, repair and upkesp of common areas and amenities, LOI has formed CARRIAGE HILLS ONNERS 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 CHAISE, PHASE ONE; however, future sections may include a swiming pool, a club house, a tennis court, and common greenways, all of which owners in this section may be entitled to use, subject to payment of Home Owners Association dues and assessments and subject to the uses thereof complying with rules

and regulations promulgated by the Board of Directors of the

The By-Laws of said Association are attached as Exhibit "A" to the Declaration of Restrictions for CHAISE, PHASE ONE, 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 CHAISE, PHASE ONE, 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.

- 25. Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have
- (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 enument 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 ducs 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 CHAISE 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, 1990, LOI may amend these restrictions without the joindar and consent of any owner of any lot located in this subdivision.
- 29. 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.

30. 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 names shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a major-of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

ATTEST:

LANDHARK ORGANIZATION, INC.

(AFFIX CORPORATE SEAL)



Leslie Paul Kewlett (SERI) LESLIE PAUL HEWLETT

Diane M. HEWLETT

STATE OF NORTH CAROLINA COUNTY OF NEW HANOVER

WITHESS my hand and notarial seal this February Supan Notary Public

My Commission Expires:

11/24/91

(AFFIX NOTARIAL SEAL)



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STATE OF HORTH CAROLINA

COUNTY OF NEW HANOVER

I, <u>Geril A. Knight. Jr.</u> a Notary Public of the County of <u>Golumbus</u> and State aforesaid, do hereby certify that LESLIE PAUL HEWLETT and wife, DIANE M. HEWLETT, both personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this the 5th day of February , 1989.

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My Commission Expires:

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STATE OF HORSE CAROLINA

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PREPARED BY

MURCHISON, TAYLOR & GIBSON, L.L.P. 16 N. FIFTH AVENUE, WILMINGTON. NC 28401

REGISTER TO SERVICE TO SERVE

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF RESTRICTIONS THE CHAISE AT CARRIAGE HILLS, SECTION 2

COUNTY OF NEW HANOVER

GOJ54 KNOW ALL THESE MEN BY THESE PRESENTS THAT:

Landmark Organization, Inc. heretofore executed the Declaration of Restrictions The Chaise at Carriage Hills, Section 2, and caused the same to be recorded in Book 1611, Page 1737, et seq. in the New Hanover County Registry (herein the "Restrictions"); and

WHEREAS, Landmark Organization, Inc. has sold the majority of the lots in Carriage Hills and has turned control of the Carriage Hills Owners Association over to the membership of the Association (herein collectively "Association") and conveyed certain rights to the Association, including the right to amend the Restrictions; and

WHEREAS, in accordance with Paragraph 30, the Association has the right to amend the Protective Covenants; and

WHEREAS, the Association, desires to amend Paragraph 17 to provide that responsibility for the front sections of fences and gates shall be maintained by the Association; and

WHEREAS, this amendment has been authorized by the members of the Association; and

WHEREAS, all the property owners of lots within The Chaise at Carriage Hills, Section 2 have requested and agreed to this amendment as evidenced by their signatures affixed hereto.

NOW, THEREFORE, the Association and Owners do hereby amend the Declaration of Restrictions The Chaise At Carriage Hills, Section 2 as follows::

Paragraph 17 is hereby amended by deleting the last sentence of Paragraph 17 and substituting the following in lieu thereof:

"The front sections of the fences, including the gates, shall be maintained by the CARRIAGE HILLS OWNERS ASSOCIATION."

Except as amended herein, the aforesaid Protective Covenants shall be and remain in full force and effect.

Landmark Organization, Inc. ratifies and adopts this amendment as evidenced by its execution of the amendment.

This the  $\frac{24}{2}$  day of  $\frac{5}{2}$ , 2000.

CARRIAGE HILLS OWNERS ASSOCIATION

(CORPORATE SEAL)

BY:

President

Maria

CELAGE WILLS

CORPORATE SEAL

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ORPORATE SEAL) ATTESTOWY Assistant Secretary

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LANDMARK ORGANIZATION, INC.

BY: Rhot CD4 ALL OF LOT OWNERS CHAISE SECTION 2 Elizabeth McGinnis 3601 New Colony Way, Lot <u>93</u> (SEAL) 3602 New Colony Way, Lot 94 (SEAL) Marcia Darson 3605 New Colony Way, Lot \_ "ז ك \_ \_ " כ (SEAL) Wendell Triplett 3606 New Colony Way, Lot 95 Eula Mae McInnis (SEAL) 3609 New Colony Way, Lot \_9/\_\_ STATE OF NORTH CAROLINA COUNTY OF NEW HANOVER I. Jillian Goldman, a Notary Public of the State and County aforesaid, certify that Alan E. Ether personally came before me this day and acknowledged that he/she is Corporate Secretary of Carriage Hills Owners Association., a North Carolina Nonprofit Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mey N. StePresident, scaled with its corporate scal, and attested by himself/herself as its Corporate WITNESS my hand and official scal this 13 day of 111 **Notary Public** 

My Commission Expires:



# STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER	
I. Jennifec H. Hurlbut aforesaid, certify that John D. Smith acknowledged that he/she is Asst. Starolina Corporation, and that by authority duly gir foregoing instrument was signed in its name by its corporate seal, and attested by himself/herself as its	secretary of Landmark Organization, Inc. a North ven and as the act of the corporation, the  President, scaled with its
WITNESS my hand and off	icial seal this 24 day of July, 2000.
My Commission Expires:  29204	Notary Public NOTARY PUBLIC PUBLIC PUBLIC NOVER COUNTY IN THE PUBLIC NOVER
STATE OF NORTH CAROLINA	
COUNTY OF NEW HANOVER	
I, Sandra J. Lennon County aforesaid, do certify that Elizabeth McGinnacknowledged the due execution of the foregoing in	
WITNESS my hand and official sea 2000.	this 17th day of July,
	Notary Public Notary Public
My Commission Expires:	
January 6, 2003	
STATE OF NORTH CAROLINA	The state of the s
COUNTY OF NEW HANOVER	
I. MARCY LOU SECEN County aforesaid, do certify that Inge Stites personal acknowledged the due execution of the foregoing in	• • • •
2000. 7	this 16th day of July, 3000,  Muy Sour Sune 1  Notary Public
My Commission Expires:	

My Commission Expires Oct. 16, 2001

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## STATE OF NORTH CAROLINA

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COUNTY OF NEW HANOVER
I, MARY LOU SERENE, a Notary Public in and for the State and County aforesaid, do certify that Marcia Larson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and official seal this 1/4 day of July 2000,  2000.  Mary Low Stress  Notary Public
My Commission Expires:
ly Commission Expires Oct. 18, 2001
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
I. MARY KELL SECENE, a Notary Public in and for the State and County aforesaid, do certify that Wendell Triplett personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and official scal this 16th day of July, 2000,
Mary Law Sevene
My Commission Expires:
My Commission Expires Oct. 16, 2001
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
1. MAPY LOU SECENE, a Notary Public in and for the State and County aforesaid, do certify that Eula Mae McInnis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and official seal this 16th day of July, 2000,  2000.  WITNESS my hand and official seal this 16th day of July, 2000,  Notary Public

My Commission Expires:

My Commission Expires Oct. 18, 2001

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NORTH CAROLINA

**NEW HANOVER COUNTY** 

The foregoing certificates of Julian Goldman,

Conveyed H. Hurlbut, Sandra J. Lennon and
19 Uny Louxelle., Notaries Public, are certified to be correct.

, 2000

MARY SUE OOTS, REGISTER OF DEEDS OF NEW HANOVER COUNTY

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