

170
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

BOOK PAGE
1685 0102
DECLARATION OF RESTRICTIONS
STEEPLECHASE AT
CARRIAGE HILLS, SECTION 1

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK DEVELOPERS, INC., (hereinafter LDI) a North Carolina corporation, is the OWNER of all of the interest and equity in that certain tract of land known as THE STEEPLECHASE AT CARRIAGE HILLS, SECTION 1, 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 this 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;

10042

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 THE STEEPLECHASE AT CARRIAGE HILLS, SECTION 1, that all of the lots in said subdivision as shown on a map recorded in Map Book 33, at Page 109 of the New Hanover County Registry, and any revisions to said map, 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 1000 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, LDI 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.

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.

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6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of LDI. 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 homes may not be erected or placed on any lot, without the express written consent of LDI.

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/LDI or LDI'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.

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 LDI or an agent appointed by LDI.

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.

RECORDED AND VERIFIED
MARY SUE GOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC.

(d) No trailers, boats, 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. (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 THE STEEPLECHASE AT CARRIAGE HILLS, SECTION 1. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. LDI 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.

(h) 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, 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. Each owner shall pay, in addition to normal association dues as set forth elsewhere herein, for the maintenance, repair and upkeep of side and rear sections of the fences, said amount to be determined from time to time by the Board of Directors of the Association. The front sections of the fences, including the gates, shall be maintained by each lot owner.

18. LDI 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.

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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 LDI. 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 LDI, LDI may collect and dispose of such rubbish and trash at the lot owner's expense.

22. (a) Until such time as control of the Steeplechase at Carriage Hills, Section 1 has been turned over to the Carriage Hills Owners Association, LDI, or a committee appointed by it, 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 to 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 5-12 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 earth tones, to require the use of

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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, LDI 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 in Carriage Hills, of which the Steeplechase 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 THE STEEPLCHASE AT CARRIAGE HILLS, SECTION 1, are entitled to use.

The By-Laws of said 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 THE STEEPLCHASE, AT CARRIAGE HILLS, SECTION 1, 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 judgment 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 STEEPLECHASE AT CARRIAGE HILLS, SECTION 1 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. At any time prior to December 31, 1996, 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 the 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.

28. 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.

29. 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.

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 LDI, 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, LDI 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 the _____ day of _____, 1993.



LANDMARK DEVELOPERS, INC.

BY:

[Signature]
Vice President

[Signature]
Secretary

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

BOOK

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PAGE

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I, John D. Smith,
State and County aforesaid, certify that Cecil A. Knapp
personally came before me this day and acknowledged that he/she is
Assistant 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 President, sealed with its corporate
seal, and attested by himself/herself as its
Secretary.

July WITNESS my hand and official seal this 22nd day of
1993.

Notary Public

My Commission Expires: 2-28-94

STATE OF NORTH CAROLINA
New Hanover County
The foregoing / Amended Certificate of

John D. Smith

Notary (Member) Public is / was certified
to be correct.

This the 23 day of July, 1993

Mary Sue Cole, Register of Deeds

by Deputy / Assistant



JOT/bv/086.552

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
BOOK PAGE

AMENDMENT TO DECLARATION OF
RESTRICTIONS OF STEEPLECHASE
AT CARRIAGE HILLS, SECTION 1

1768 0277

KNOW ALL THESE MEN BY THESE PRESENTS THAT:

Landmark Developers, Inc., a North Carolina corporation (hereinafter "Developer"), heretofore executed a Declaration of Restrictions of Steeplechase at Carriage Hills Section 1, and caused the same to be recorded in Book 1685 at Page 0102, at Reg. in the New Hanover County Registry (herein the "Declaration"); and

WHEREAS, the Developer pursuant to paragraph 28 of the Declaration desires to amend the Declaration.

NOW, THEREFORE, the Declaration of Restrictions of Steeplechase at Carriage Hills Section 1, heretofore recorded in Book 1685, Page 0102, in the New Hanover County Registry, is hereby amended as follows:

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1. By adding the following paragraph:

"31. 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.

EXCEPT AS AMENDED HEREIN, THE AFORESAID DECLARATION SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.



the 20 day of April, 1994

LANDMARK DEVELOPERS, INC.

BY: [Signature]
Vice President

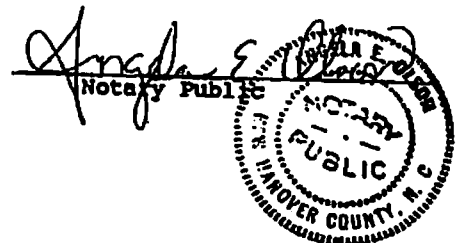
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Angela E Olson, a Notary Public of the State and County aforesaid, certify that Debra Knight personally came before me this day and acknowledged that he/she is Asst. Secretary of LANDMARK DEVELOPERS, INC., a North Carolina corporation with its principal office in New Hanover County, 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.

April WITNESS my hand and official seal this 20th day of April, 1994.

My Commission Expires:

June 15, 1998



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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
BOOK PAGE

AMENDMENT TO DECLARATION OF
RESTRICTIONS OF STEEPLECHASE
AT CARRIAGE HILLS, SECTION 2

1766 0278

KNOW ALL THESE MEN BY THESE PRESENTS THAT:

Landmark Developers, Inc., a North Carolina corporation (hereinafter "Developer"), heretofore executed a Declaration of Restrictions of Steeplechase at Carriage Hills Section 2, and caused the same to be recorded in Book 1757 at Page 0837, at pag. in the New Hanover County Registry (herein the "Declaration"); and

WHEREAS, the Developer pursuant to paragraph 28 of the Declaration desires to amend the Declaration.

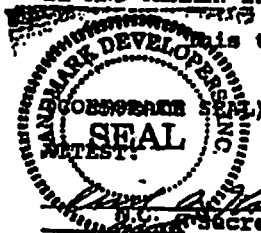
NOW, THEREFORE, the Declaration of Restrictions of Steeplechase at Carriage Hills Section 2, heretofore recorded in Book 1757, Page 0837, in the New Hanover County Registry, is hereby amended as follows:

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1. By adding the following paragraph:

"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.

EXCEPT AS AMENDED HEREIN, THE AFORESAID DECLARATION SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.



This is the 20 day of April, 1994.

LANDMARK DEVELOPERS, INC.

BY: [Signature]
Vice President

STATE OF NORTH CAROLINA

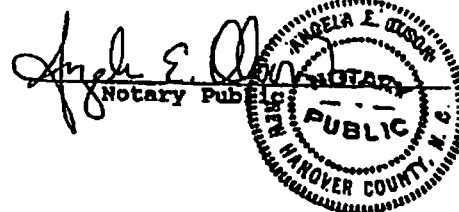
COUNTY OF NEW HANOVER

I, Angela E. Olson, a Notary Public of the State and County aforesaid, certify that Cecil A. Knight personally came before me this day and acknowledged that he/she is Asst. Secretary of LANDMARK DEVELOPERS, INC., a North Carolina corporation with its principal office in New Hanover County, 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 20th day of April, 1994.

My Commission Expires:

June 15, 1998



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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
STEEPLECHASE AT
CARRIAGE HILLS, SECTION 2

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK DEVELOPERS, INC., (hereinafter LDI) a North Carolina corporation, is the OWNER of all of the interest and equity in that certain tract of land known as THE STEEPLECHASE 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 this 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 THE STEEPLECHASE AT CARRIAGE HILLS, SECTION 2, that all of the lots in said subdivision as shown on a map recorded in Map Book 33, at Page 310 of the New Hanover County Registry, and any revisions to said map, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomever 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 1000 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, 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, LDI 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.

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.

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6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of LDI 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, unless express written consent is given by LDI.

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

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 LDI or an agent appointed by LDI or by the architectural control committee as set forth hereinafter.

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, boats, 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 2,500 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 Plat of THE STEEPLECHASE AT CARRIAGE HILLS, SECTION 2. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. LDI 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 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 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 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. Each owner shall pay, in addition to normal association dues as set forth elsewhere herein, for the maintenance, repair and upkeep of side and rear sections of any common fences, if any, said amount to be determined from time to time by the Board of Directors of the Association. The front sections of the fences, including the gates, shall be maintained by each lot owner. *

19. LDI 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 LDI. 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 LDI, LDI may collect and dispose of such rubbish and trash at the lot owner's expense.

23. (a) Until such time as control of the Steeplechase at Carriage Hills, Section 2 has been turned over to the Carriage Hills Owners Association, LDI, or a committee appointed by it, 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, or said rights granted hereunder are assigned by LDI to said Committee, 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

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

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

STEEPLECHASE AT CARRIAGE HILLS, SECTION 2, are entitled to use. Steeplechase and New Holland Road, all of which the owners in THE Steeplechase is a part, consists of a swimming pool, club house, tennis court, and common greenways which are located at The amenities in Carriage Hills, of which the

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

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

forward the split and intention of this Declaration. shall be fair, reasonable and uniformly applied and shall carry and promulgated but not regarding architectural standards, which neighborhood lots. The Committee shall from time to time publish plans meet the standards of the existing improvements, any, on composition root earth tones, and generally to require that any with brick or masonry or wood, to prohibit the use of light-weight stucco of the home, to specify that chimney lines be covered requested a minimum of 6-12 foot roof slope as seen from the front the subdivision. The Committee shall also have the authority to odd, bizarre, peculiar or irregular structures from being built in objection of the Committee as to prevent unusual, radical, curious, respect to taste, design and all standards specified herein. One (d) The Committee shall have sole discretion with

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

Declaration (and any amendments thereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision. (11) the other standards set forth within this

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(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.

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 STEEPLECHASE AT CARRIAGE HILLS, SECTION 2 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, 1996, 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 the 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.

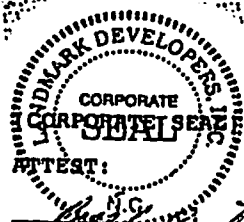
29. DEVELOPER reserves the right to revise the lines and boundaries of lots not previously conveyed for any purpose including, but not limited, to the additions of or extension of streets and roadways for the purpose of providing access to adjacent properties.

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 LDI, 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, LDI 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 the 21 day of March, 1994.



LANDMARK DEVELOPERS, INC.

BY:

[Signature]
Vice President

[Signature]
Secretary

RECORDED
HARY SUTTS
REGISTER OF DEEDS
NEW HANOVER CO. NC.

'94 MAR 22 PM 4 28

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

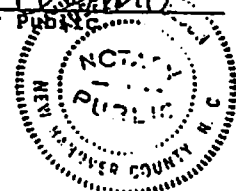
I, Angela F. Olson, a Notary Public of the State and County aforesaid, certify that Cecil A. Knight personally came before me this day and acknowledged that he/she is ASST Secretary of Landmark Developers, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, 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 21ST day of March, 1994.

Angela F. Olson
Notary Public

My Commission Expires:

June 16, 1998



STATE OF NORTH CAROLINA
New Hanover County
The foregoing/ Annexed Certificate(s) of

Angela F. Olson

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

This the 22 day of March, 1994

Hary Sutt, Register of deeds

by [Signature]
Deputy/Assistant

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
STEEPLECHASE EXTENSION AT
CARRIAGE HILLS, SECTION 3

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK DEVELOPERS, INC., AND LANDMARK HOMES, INC., North Carolina corporations (hereinafter collectively "Developers") is the OWNER of all of the interest and equity in that certain tract of land known as THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 3, 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 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 insure 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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 3, that all of the lots in said subdivision as shown on a map recorded in Map Book 35 at Page 390 of the New Hanover County Registry, and any revisions to said map, 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.

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2. No residence smaller than 1000 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.

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.

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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 Developer or its 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 approved by Developer or its designee.

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.

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

(f) Boats may only be kept inside the garage or an approved storage building.

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 2,500 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 Plat of THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 3. 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 greenways, or vegetated buffers may be conveyed with lot to owner. Such areas are for conservation purposes and, as such, not for owner's 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 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.

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. Each owner shall pay, in addition to normal association dues as set forth elsewhere herein, for the maintenance, repair and upkeep of side and rear sections of any common fences, if any, said amount to be determined from time to time by the Board of Directors of the Association. The front sections of the fences, including the gates, shall be maintained by each lot owner.

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, its successors or assigns, Developer 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 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 the 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 Developer 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 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) Developer 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 in CARRIAGE HILLS, of which THE STEEPLECHASE 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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 3, 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 3, 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 THE STEEPLECHASE EXTENSION, AT CARRIAGE HILLS, SECTION 3, 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 STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 3 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 the 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.

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., Landmark Homes, Inc., and Carriage Hills Owners Association, Inc., have 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 the 12 day of December, 1995.

[CORPORATE SEAL]

ATTEST:

N. Renee Munnant
ASST. Secretary



LANDMARK DEVELOPERS, INC.

BREX Stephens
VICE President

[CORPORATE SEAL]

ATTEST:

N. Renee Munnant
ASST. Secretary



LANDMARK HOMES, INC.

BY:

BREX Stephens
VICE President

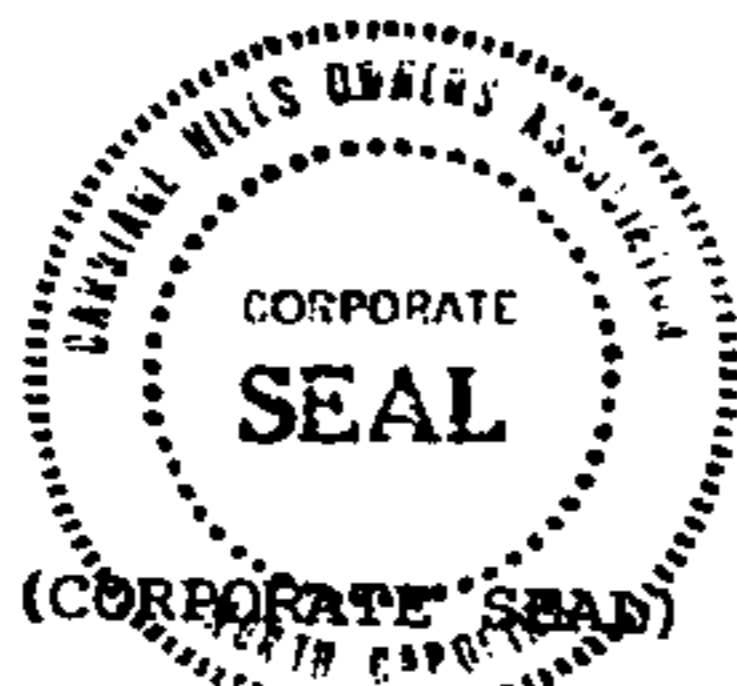
ADMITTED TO RECORD
17th DAY OF MAY 1996
AT 3:59 P M
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER COUNTY

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CARRIAGE HILLS OWNERS ASSOCIATION, INC.

BY:

W. C. Hamilton
 President

ATTEST:

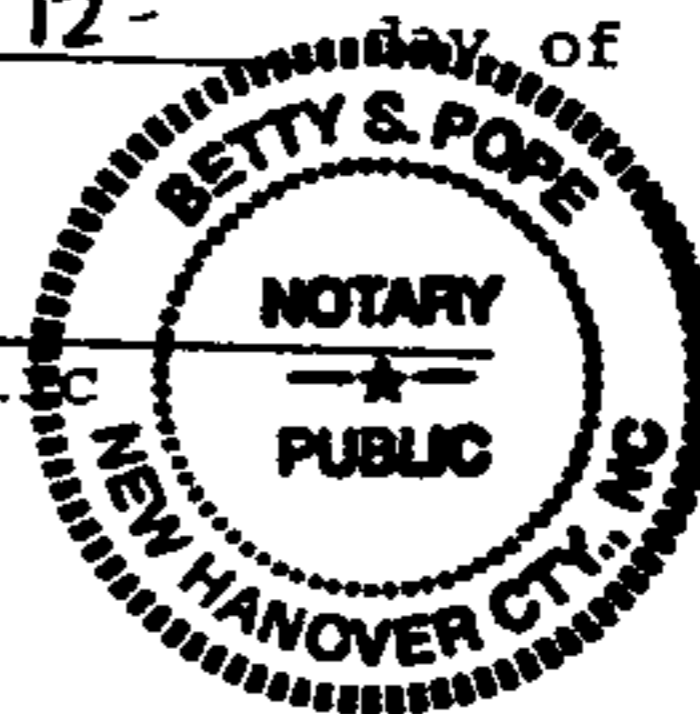
Debra M. Miller
 Secretary

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 12th day of December, 1995.

Betty S. Pope
 Notary Public


My Commission Expires:

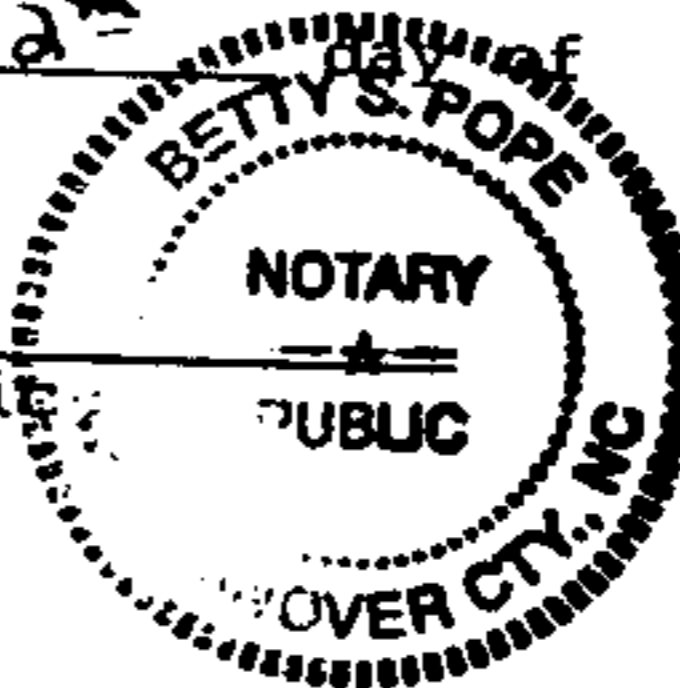
Nov 8, 1996

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 12th day of December, 1995.

Betty S. Pope
 Notary Public


My Commission Expires:

Nov 8, 1996

STATE OF NORTH CAROLINA

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COUNTY OF NEW HANOVER

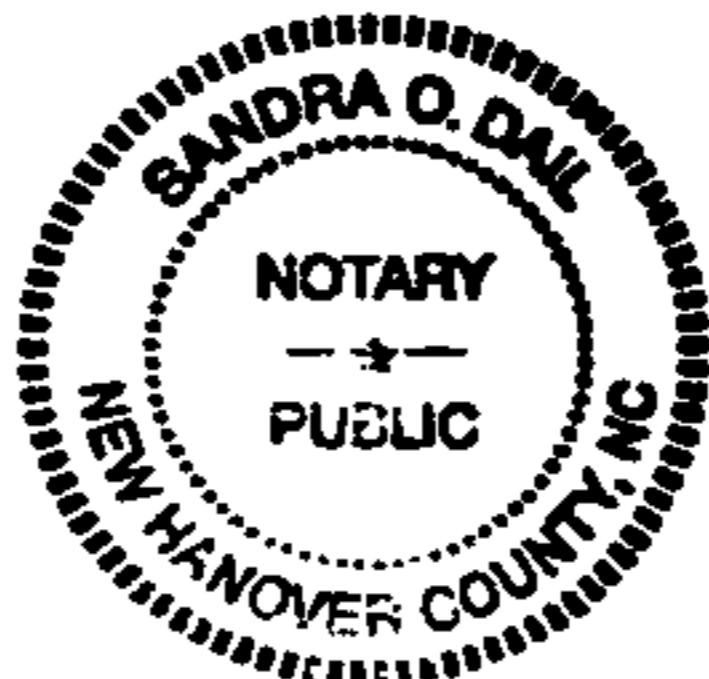
I, Sandra O. Dail, a Notary Public of the State and County aforesaid, certify that Kenneth M. Quinn personally came before me this day and acknowledged that he/she is Secretary of Carriage Hills Owners Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of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

WITNESS my hand and official seal this 19th day of December, 1995.

Sandra O. Dail
Notary Public

My Commission Expires:

9/27/99



STATE OF NORTH CAROLINA
New Hanover County

The Foregoing / Annexed Certificate(s) of

Betty S. Pope &
Sandra O. Dail

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

This the 17 day of May 1996
Mary Sue Oots, Register of deeds

by Jammy Dandrea
Deputy/Assistant

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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
STEEPLECHASE EXTENSION AT
CARRIAGE HILLS, SECTION 4

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK DEVELOPERS, INC., a North Carolina corporation (hereinafter "Developer") is the OWNER of all of the interest and equity in that certain tract of land known as THE STEEPLECHASE EXTENSION 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 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 insure 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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 4, that all of the lots in said subdivision as shown on a map recorded in Map Book 36, Page 89 of the New Hanover County Registry, and any revisions to said map, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

000008

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 1000 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.
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.

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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. A sign easement is reserved on Lot 61 as is more fully described in Map Book 36, Page 89, 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 this sign easement area.

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 Developer or its 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. 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. No satellite dishes, other unsightly antennas or equipment shall be allowed upon any lot in the subdivision unless approved by Developer or its designee.

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

14. 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.

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, 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.

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

(f) Boats may only be kept inside the garage or an approved storage building.

16. 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 2,500 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 paragraph 17. 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.

17. (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 THE STEEPLECHASE EXTENSION 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 greenways, or vegetated buffers may be conveyed with lot to owner. Such areas are for conservation purposes and, as such, not for owner's 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 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.

18. 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.

19. 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. Each owner shall pay, in addition to normal association dues as set forth elsewhere herein, for the maintenance, repair and upkeep of side and rear sections of any common fences, if any, said amount to be determined from time to time by the Board of Directors of the Association. The front sections of the fences, including the gates, shall be maintained by each lot owner.

20. 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.

21. 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.

22. 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.

23. 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, its successors or assigns, Developer may collect and dispose of such rubbish and trash at the lot owner's expense.

24. (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 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 the 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 24 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 24.

(c) Approval by Developer 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 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) Developer 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.

25. 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 in CARRIAGE HILLS, of which THE STEEPLECHASE 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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 4, are entitled to use.

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The By-Laws of the ASSOCIATION are attached as Exhibit "A" to the Declaration of Restrictions for THE CHASE, AT CARRIAGE HILLS, SECTION 3, 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 THE STEEPLECHASE EXTENSION, 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.

26. 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. Invalidity 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 STEEPLECHASE EXTENSION 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 the 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.

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.

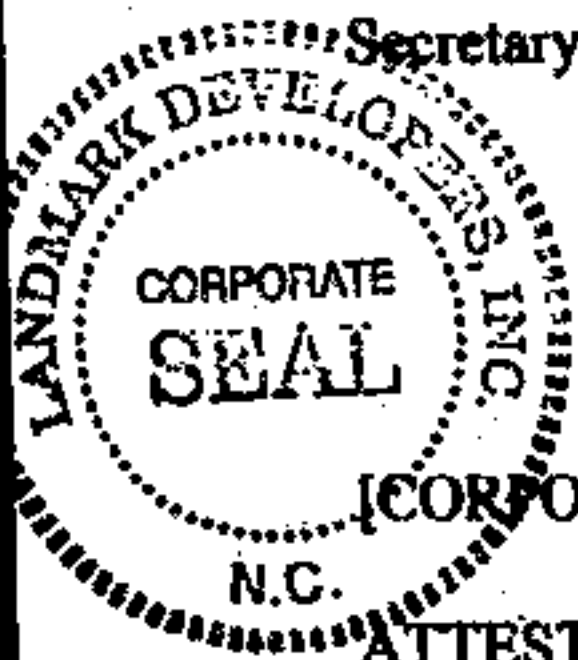
31. Developer is not liable and makes no representation as to the development of any other phase or section except the phase or section covered by these Restrictions. Developer may make changes in future sections of the development not subject to these Restrictions, including but not limited to changes 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.

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33. 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.

34. 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, Inc., have 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 the 2 day of November, 1996.



LANDMARK DEVELOPERS, INC.

BY:

[Signature]
President

ATTEST:

[Signature]
Asst. Secretary

CARRIAGE HILLS OWNERS ASSOCIATION, INC.

BY:

[Signature]
President

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary



STATE OF NORTH CAROLINA

BOOK

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COUNTY OF NEW HANOVER

I, Sandra D. Dail, a Notary Public of the State and County aforesaid, certify that H. Bruce Hinant personally came before me this day and acknowledged that he/she is Assistant 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 President, sealed with its corporate seal, and attested by himself/herself as its Assistant Secretary.

WITNESS my hand and official seal this 3rd day of December, 1996.

Sandra D. Dail
Notary Public

My Commission Expires:

9/27/99

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STATE OF NORTH CAROLINA

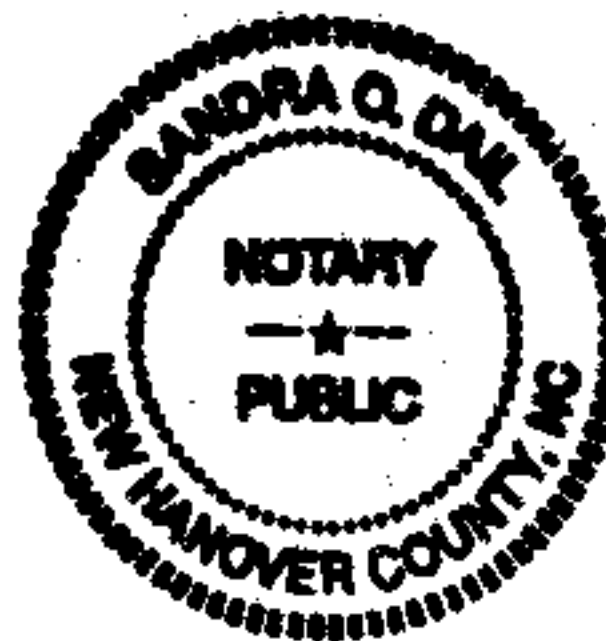
RECORDED AND VERIFIED

MARY SUE OOTS

COUNTY OF NEW HANOVER

REGISTER OF DEEDS

NEW HANOVER CO. NC



I, Sandra D. Dail, a Notary Public of the State and County aforesaid, certify that Mary Zimmerman personally came before me this day and acknowledged that he/she is Secretary of Carriage Hills Owners Association, 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 President, sealed with its corporate seal, and attested by himself/herself as its Secretary.

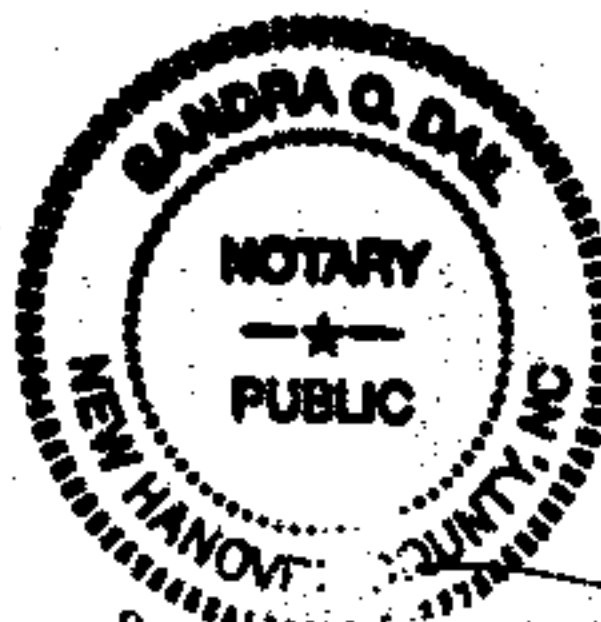
WITNESS my hand and official seal this 3rd day of December, 1996.

Sandra D. Dail
Notary Public

My Commission Expires:

NORTH CAROLINA

NEW HANOVER COUNTY



The foregoing certificate of Sandra D. Dail
Notary Public, is certified to be correct.

This 13 day of Dec, 1996.

MARY SUE OOTS,
REGISTER OF DEEDS OF NEW HANOVER COUNTY

BY: [Signature]

Deputy

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RECORDED AND VERIFIED

MARY SUE GOOTS ✓

REGISTER OF DEEDS

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS
STEEPLECHASE EXTENSION AT
CARRIAGE HILLS, SECTION 5

COUNTY OF NEW HANOVER

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK DEVELOPERS, INC., a North Carolina corporation (hereinafter "Developer") is the OWNER of all of the interest and equity in that certain tract of land known as THE STEEPLECHASE EXTENSION 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 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 insure 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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 5, that all of the lots in said subdivision as shown on a map recorded in Map Book 36, Page 226 of the New Hanover County Registry, and any revisions to said map, 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 1000 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, Developer, 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.
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 Developer or its 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 approved by Developer or its designee.

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.

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

(f) Boats may only be kept inside the garage or an approved storage building.

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 2,500 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 swales 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 paragraph 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 Plat of THE STEEPLECHASE EXTENSION 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 greenways, or vegetated buffers may be conveyed with lot to owner. Such areas are for conservation purposes and, as such, not for owner's 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 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.

(c) Lot 103, Steeplechase Extension, Section 5 is subject to a Borrow Site. the top soil has been removed from the area of the Borrow Site and has been replaced with fill dirt. This Borrow Site area may not be suitable for the construction and placement of any structures. Owner of Lot 103 may construct or place structures in the Borrow Site at his own risk. Developer shall not be liable to owner for the placement of any structures within the Borrow Site. It is recommended that owner perform a soil compaction test prior to the placement or construction of a structure within the Borrow Site.

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. Each owner shall pay, in addition to normal association dues as set forth elsewhere herein, for the maintenance, repair and upkeep of side and rear sections of any common fences, if any, said amount to be determined from time to time by the Board of Directors of the Association. The front sections of the fences, including the gates, shall be maintained by each lot owner.

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, its successors or assigns, Developer 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 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 the 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 24 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 24.

(c) Approval by Developer 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 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) Developer 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 in CARRIAGE HILLS, of which THE STEEPLECHASE 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 THE STEEPLECHASE EXTENSION 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 CHASE, AT CARRIAGE HILLS, SECTION 3, as recorded in Book 1396, at Page 1660, and as amended in Book 2145, Page 794, 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 THE STEEPLECHASE EXTENSION, 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. Invalidity 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 STEEPLECHASE EXTENSION 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 the 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.

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.

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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, Inc., have 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 the 14th day of March, 1997.



LANDMARK DEVELOPERS, INC.

BY:

[Signature]
President

ATTEST:

H. Renee Hearnant
Secretary



CARRIAGE HILLS OWNERS ASSOCIATION, INC.

BY:

P.R. Marshall
President

ATTEST:

Nancy Zimmerman
Asst. Secretary

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Mary Pinckney Hickman, a Notary Public of the State and County aforesaid, certify that H. Renee Hearnant 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 President, sealed with its corporate seal, and attested by himself/herself as its Asst Secretary.

1997.

WITNESS my hand and official seal this 14th day of March,

Mary Pinckney Hickman
Notary Public

My Commission Expires:

Nov. 22, 1998



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Mary Pinckney Hickman, a Notary Public of the State and County aforesaid, certify that Harley Zimmerman personally came before me this day and acknowledged that he/she is Asst. Secretary of Carriage Hills Owners Association, 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 President, sealed with its corporate seal, and attested by himself/herself as its Asst. Secretary.

WITNESS my hand and official seal this 19th day of March, 1997.

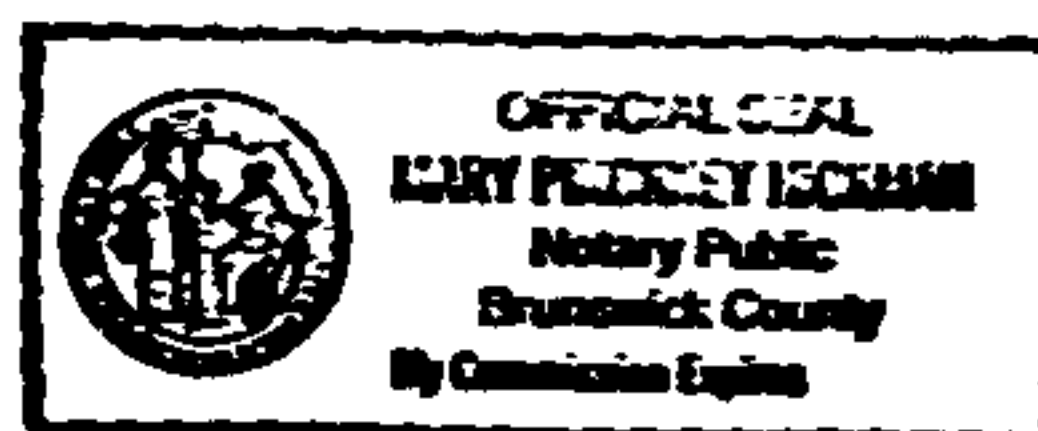
Mary Pinckney Hickman
Notary Public

My Commission Expires:

Nov. 22. 1998

NORTH CAROLINA

NEW HANOVER COUNTY



The foregoing certificate of Mary Pinckney Hickman, Notary Public, is certified to be correct.

This 19 day of March, 1997.

MARY SUE OOTS,
REGISTER OF DEEDS OF NEW HANOVER COUNTY

BY: Jacqueline Nelson
Deputy

26.00
2.00

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RECORDED & VERIFIED

MARY SUE COTS

REGISTERED

RECORDED

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
STEEPLECHASE EXTENSION AT
CARRIAGE HILLS, SECTION 6

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK DEVELOPERS, INC., a North Carolina corporation (hereinafter "Developer") is the OWNER of all of the interest and equity in that certain tract of land known as THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 6, 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 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 insure 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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 6, that all of the lots in said subdivision as shown on a map recorded in Map Book 37, Page 141 of the New Hanover County Registry, and any revisions to said map, 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 1000 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, Developer, 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.
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

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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. A sign easement is reserved in Lot 87 and Lot 88 as is more fully described in the map of Steeplechase Extension, Section 6, recorded in Map Book 37, Page 141 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 within this sign easement area.

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 Developer or its 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. 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. No satellite dishes, other unsightly antennas or equipment shall be allowed upon any lot in the subdivision unless approved by Developer or its designee.

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

14. 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.

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, 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.

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

(f) Boats may only be kept inside the garage or an approved storage building.

16. 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 2,500 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 swales 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 paragraph 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.

17. (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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 6. 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 greenways, or buffers or vegetated buffers may be conveyed with a lot to owner. Such areas are for conservation purposes and, as such, not for owner's 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 and no through access by motorized vehicles is allowed.

All maintenance required hereunder shall also include that area from the lot line 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.

18. 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.

19. 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. Each owner shall pay, in addition to normal association dues as set forth elsewhere herein, for the maintenance, repair and upkeep of side and rear sections of any common fences, if any, said amount to be determined from time to time by the Board of Directors of the Association. The front sections of the fences, including the gates, shall be maintained by each lot owner.

20. 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.

21. 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.

22. 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.

23. 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, its successors or assigns, Developer may collect and dispose of such rubbish and trash at the lot owner's expense.

24. (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 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 the 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 24 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 24.

(c) Approval by Developer 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 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) Developer 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.

25. 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 in CARRIAGE HILLS, of which THE STEEPLECHASE 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 THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 6, are entitled to use.

The By-Laws of the ASSOCIATION are attached as Exhibit "A" to the Declaration of Restrictions for THE CHASE, AT CARRIAGE HILLS, SECTION 3, as recorded in Book 1396, at Page 1660, and as amended in Book 2145, Page 794, 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 THE STEEPLECHASE EXTENSION, AT CARRIAGE HILLS, SECTION 6, 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.

26. 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 STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 6 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 the 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.

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.

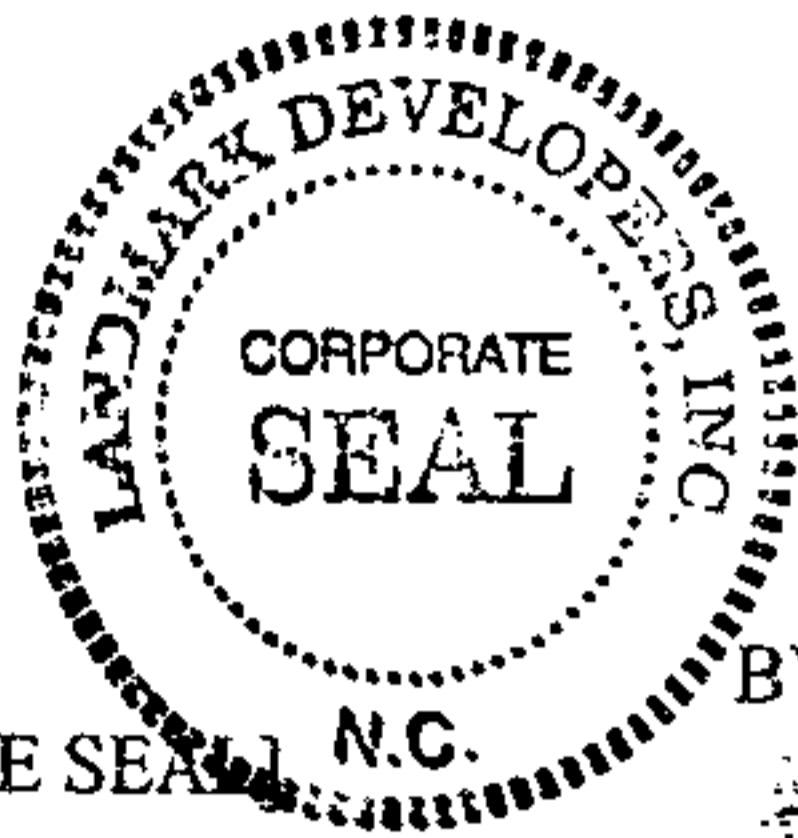
31. Developer is not liable and makes no **representation** as to the development of any other phase or section except the phase or section covered **by** these Restrictions. Developer may make changes in future sections of the development not subject to these Restrictions, including but not limited 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.

2302 0747

IN TESTIMONY WHEREOF, Landmark Developers, Inc. and Carriage Hills Owners Association, Inc., have 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 the 24th day of September, 1997.



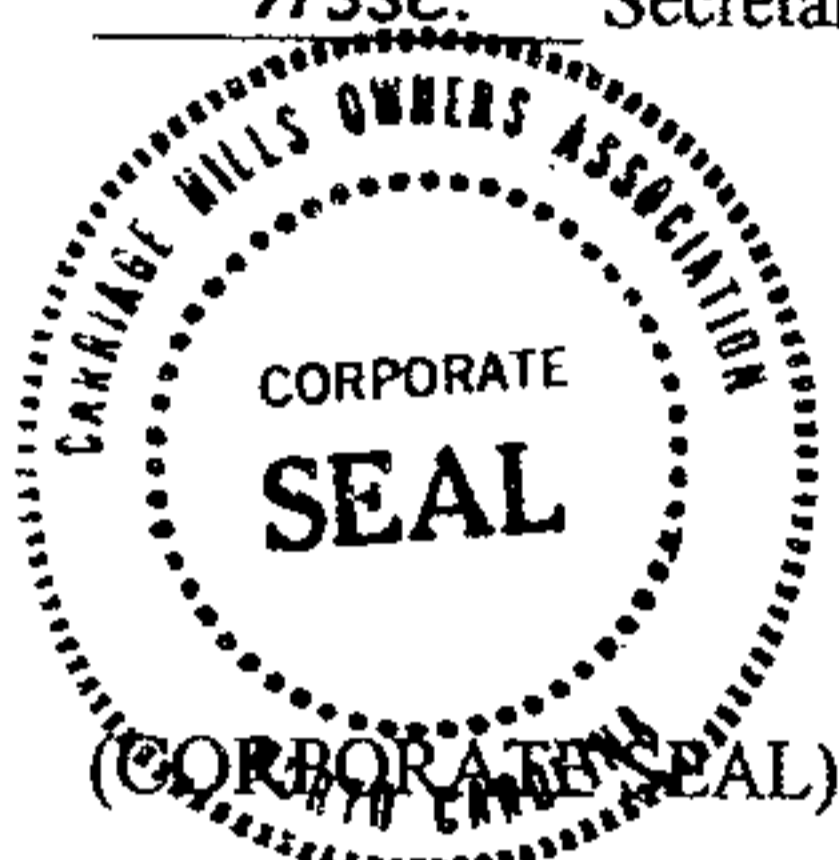
LANDMARK DEVELOPERS, INC.

BY:

DB Rex Stephens
VICE President

ATTEST:

Renee Hinnant Fountain
Asst. Secretary



CARRIAGE HILLS OWNERS ASSOCIATION, INC.

BY:

PR Marshall
President

ATTEST:

M. Smith
Secretary

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

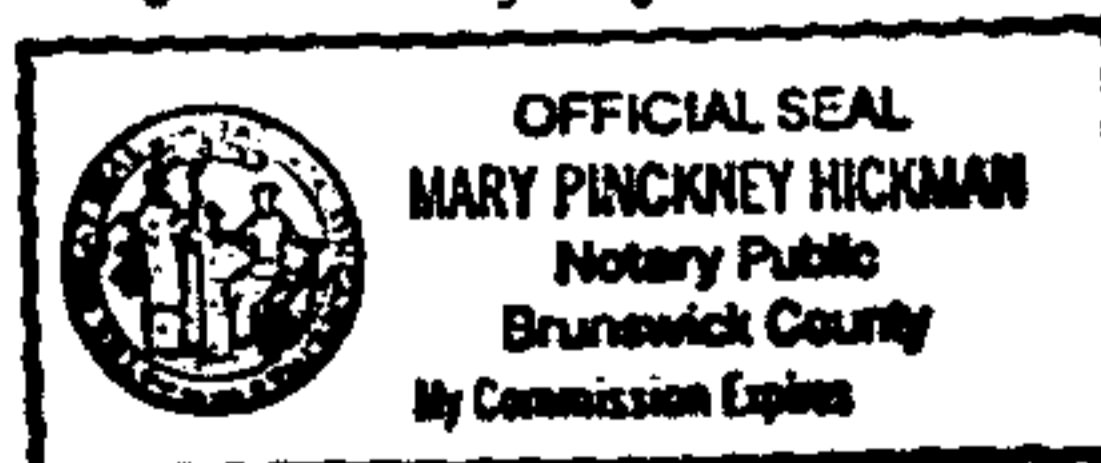
I, Mary Pinckney Hickman, a Notary Public of the State and County aforesaid, certify that Renee Hinnant Fountain personally came before me this day and acknowledged that he/she is Asst. Secretary of Landmark Developers, Inc., a North Carolina corporation, and that by authority duly given and as the act 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 24th day of September, 1997.

Mary Pinckney Hickman
Notary Public

My Commission Expires:

Nov. 22. 1998



STATE OF NORTH CAROLINA

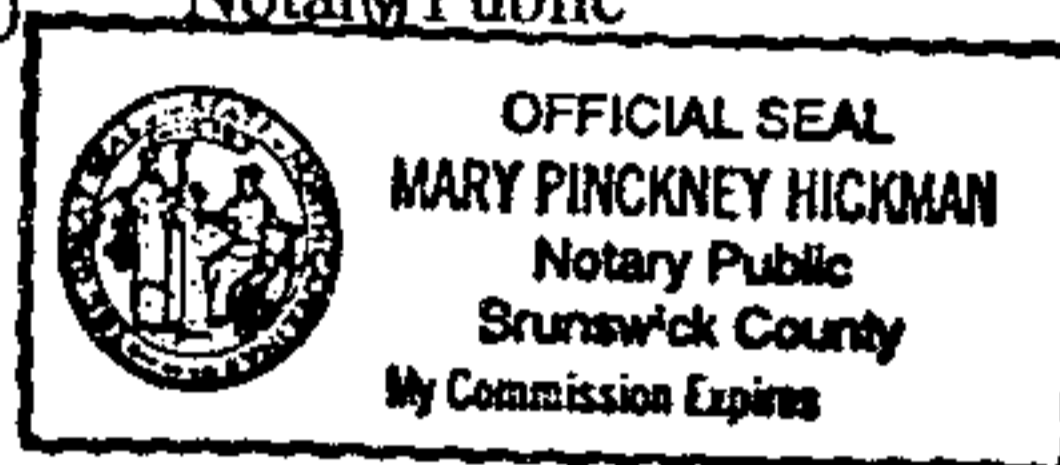
COUNTY OF NEW HANOVER

I, Mary Pinckney Hickman, a Notary Public of the State and County aforesaid, certify that Wally Smith personally came before me this day and acknowledged that he ~~is~~ is Secretary of Carriage Hills Owners Association, 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 President, sealed with its corporate seal, and attested by himself/~~herself~~ as its Secretary.

WITNESS my hand and official seal this 24th day of September, 1997.

Mary Pinckney Hickman
Notary Public

My Commission Expires:
Nov. 22. 1998



NORTH CAROLINA

NEW HANOVER COUNTY

The foregoing certificate of Mary Pinckney Hickman
Notary Public, is certified to be correct.

This 29 day of Jan, 1998.

MARY SUE OOTS,
REGISTER OF DEEDS OF NEW HANOVER COUNTY

BY: Phyllis Gorn
Deputy