SIIATE OF NORTH CAROLINA
COIINTY OF NEH HMNOVER

1685010 2
DECLARATION OF RESTRICTIONS
STEEPLFCHASF AT
CARRIAGE HILLS，SECTION I

KNOH ALL MEN BY THESE PRESENTS：
Tliat the undersigned，LANDMARR idevelopers，INC．， （lietaliafter LDI）a North Carolina corporation，is the OWNFR of alil of the intincegt and mqulty in that certaln trect of land known as THE BTEEPLECHABE AT CARRIAGE HIILS，SECTION 1 ，and it la the desize of the undersigned，to ensure the use of sald property for attractive rosidential purposes only，to prevent the impairment of the attractiveness of the property，to malntain the degired tone of the communty，and thereby to gecure to each lot ownar the full benefle and enjoyment of this home with no greater restriction upon the free and undisturbad use of his lot than is necessary to ensure the same advantages to the othor lot owneza；

NOH，THEREFORE，the undersigned does hereby covenant， agres and declare to and with all parsont，flims or corporations now owning or hereafter acquiring any property in rhe steeplechage AT CARRIAGE HILLS，SECTION 1，that all of the lote in gaid subdivision as shown on a map recorded in Map Book 33，at Page 109 of the New Hanover County Registry，and any revisions to sald map， are hereby made gubject to the following restrictions as to the use thereof，running with the land by whomsoevar owned，to－wit：

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

2．No regidence smallar than 1000 square feet of heat．ed tlonr gparn，exclustve of porches，steps，walks，garages，carpores， storage areas and so forth，shall be constructed or located on any building lot．Provided，that in cases where tha area is not more t．inn tan parcant（10s）below the minimum above set out，Depinrant， or 1 ts designated agents，may，at thelr option，approve the construction of the drelling if it is in contormity with the ganeral development of the subdivision．

3．No concrete block，concrete brick，asbeston siding， altuinum siding，cinder block nor tnr paper composition sliall be used for the exterlor of any residence constructed on any bullding int herein conveyed，it being intended that．only conventional frime，briek，clay brick or stucco exterlora bo constructed on the losts subject to these covenants．

4．Since the establishment of gtandard inflexibln buliding setback lines tor location of houses on jota tands to force ronstruction of houses diractiy to the side of orher homes with intrimential nfiects on privacy，view，preservatinn of impnrtant treas and othar vegetation，ecological and relat．en considerations，no speciflc setback linne ere established by these Hestrictions．In order to assure，howevar，that the foregoling conslderations are given maximumeffect，Lill resarves the rlght to control and approva absolutely the site and location of any house or dweliing or other structure upon any lot．In any eveft，no hnifen shall be erected closer to the front lot line or nearer to city of wilmington ordinances．

On corner lotg，the gide having the least frontage shal se coishdered the front lot line of said lot

5．No house traller，moblle ho
limmporary ist．ructure of any nature moblle home，tent，shack or usimat at any t．lmpas a regldence thall bn locatar on any jot or slinil any structure of a temporary erily or permanantily，nor residence．structure of a temporary character be uned as an
6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent. of idi. Nn 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.

日. No advertising signs or billhoards shall be erected on any lot ox displayed to the public on any lot subject. to these Reatrictions, except that one sign of not more than ifve square feet in area may be used to advertibe a complete dwelling for sale. No "For Sale" signs are allowod on any unimproved lot. This covenant ghall not apply to slgns erected by the OWNER/LDI or LDI's designee used to ldentify 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 burled underground.
10. No satellite dishes, other unsighty antennas or equipment shall be allowed upon any lot in the subdivision.
11. All water to be used in sald subdivision for any purpose whatsoever shall be obtained from the City of Hilmington publie water system, unless shallow wells to be used only for nonl:uman 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 salas or garage sales shall be permitted upon any lot in the subdivision.
13. All bullding 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 malntained 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 ralsed, bred or kept on any lot in the subdivislon, 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 ralsed, bred or kept for commercial purposes or for fond. It is the purpose of these provisions to restrict the use of any lot 30 that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabblts, 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 rastrained of confined on the homeowner's back lot inside fenced area or within the house. It is the pet owner's responsibility to kerp the lot clean and free of pet debris. All animals must be properly tagged for identification.
(e) Unslghtly inoperative junk cars, equipment, materials and jike exposures cannot be molntained on the propert. $y$ either prioy to or after the residence lias been erected on any lot.

| RECORDED LHD YZOIFIED <br> HARY SUE UOT: <br> register of dée.s HEW HANOVER CO. NG. |
| :---: |
|  |  |
|  |  |

unhlelan, trurkf largor trailers, boats, campers trucke larger than a plekup truck (meles, excmpt standard passenger vehicles ilicol, parked or permitted upon any ollownd subdiviaion or upon any atreets thereiny of the lots in auld
nt fences, 15 (ilitifes and drainage facilition fation and maintiananer rear, tront and gide and drainage facilities are reserved over the draliage and utilities aleo (10) feet of each lot and aasementa for The plat of THE STEEPLECHAISE AT CARPIAGE HiLi dosignated on Easements arg also reseryed AE AT CARRIAGE HILLS, SFITTON 1. maintenance and ownership of utility arailation, operation, property ifnes to the residences utility service lines from the Changes in and additions to the above reserves the right to make most efflciently and economically easements for the purpose of DEVELOPER shail have no regicaliy instaliling improvemente. The easements in connection with any lote sold for maintaining drainage be the responsibility of the lots sold. all maintenance shail successors. and assigns, within purchager of a lot, his heirs planting or other material shall baid easements. No structure, which may damage or interfare wil be placed or permitted to remaln of utilities, or which may change the installation and malntenance channels in this easements change the direction of tiow of drainage improvements in it ohell The easement area of each lnt and all the lot, except for those improvemente continuously by the owner of or utility company is rosponsible.

In ceirtain instances, conservation nrens or graen wayn, or vegetatad buffers may be conveyed with lot to owner. Such areas are for conservation purposars and, as such, not for owners' private structurese of ary are to remain entirely natural. No fences or uidergrowth or any typa of vegetation may be removed arens and no

AdI maintenanca required hereunder shall al
l.hnt area from the lot line to payed otreander shall also inclinde traverse any portion of the lot.
(b) The outdoor drying of rilothes and the erection of intidoor elothes lines or similar devices in the subdivision is
16. The general grading
lin. may not ba altared without shope and drainage pian of $n$ Clty of Hilmingtoll and other appropelates written approval of the to grant: sucli approval.
17. Each lot owner shall maintain
buildifigs, walis ond other shall maintain the extorlor of all condiclon and repalr, and ahall replace worn on his lot in good sliall regulariy repaint all paintedace worn and rotten parts, good the rooff, rain gutters, downspouts, aces and shail hor. fremit of the walks, dzlvewaye, parking aras, exterior walls, windowa, of the improvements to deteriorateraan or other exteriór portiond forth elsewhare, In addition to normal unattractive manner. Each iffe and rear from tlimm to time by of the tences, gald amount rair and upkenp of The front sections of the Board of Directors of to be determined malntajned hy each lot the fences, including the tha Assocjatjon.

In this Subilivision reserves the right to subject the real riroparty Company for tihe inatinijation of fact wilith Caralina power. and Light the linatallation of street of underground electrir cableg andint refulfe an inltial payment andiolng, either or both of uhich ar Carolinn Powar and tight Company a continuing month of which may paymity to ight Company by the Owner of eachy residentite.

16850105
mallbox and one (i) paper box subdivinion shall have only one (1) nid stich boxes shall ber as approved by tod on a singla post, and paper boxes may be provided bypproved by LDI. Such malithoxen or the bullder shall be consldered the builder. Any boxes provided by the lot.

20
and all cans, carts and bar shall provide receptacles for garbage accossory building or other storage be kept in a screened area. the street, except on garbage pick-up days. and not visible from
21.
within the boundanstuction activity on a lot ahali be confined obligation to collect and dispose Each lot owner shall have the resulting irom constect and dispose of all rubbish and trash to colloct and dispose of on his lot. Upon a lot owner's fallura recelpt of a written notice frash within thirty (30) days after of guch rubbish and trash at the lot, LDI may collect and dispose 22 (a) Ust11
at Carciage Hilis) Sntil such time as control of the steeplechase lilils Ownerg Association 1 has baen turned ovar to the Caralaga be known as the Archita, LDI, or a committee appointed by it, to promote and ensure a hlgh leval control Committee, ghall act. to and conformity throughout the subdivision derign, quality, harmony Assoclation has been turn he subdivision. After control of sald Committer (to conglst of not loss than the membership thereof, aid Appointed by the Board of Directors of than three (3) members) shall be upon such terms and conditions as the of the Association to serve (b) No landscaping determine
building, fence, wall or other structil be undertaken and no erected, placed, wall or other structure shall be commencent exterió painting of, extorfor altered on any lot, nor shall any Itoms be made until all plans and tion to, or alteration of, such hava been submitted to and approvad speclfications and a plot. plan members of the Committers as to:
adequacy of site dimensions, adequacy of formanship afid materints, facing of malin elevation with sespect to mearby streets, proper (i1) conformity and
landin, color, typa and nppearance of exting of the external landscapling in relation to the varion of exterior evefacos and Improvancints and in relation the various parts of the proposed subdivisioll; and in relation to improvoments on other lots in the

Declarition (and any (if) the other standards ser. fortil withlin this Conmitteo has been vested with theretol or matters in which the Intarpretation and decision. (c) Approval by the Committee shal

Inc an Uwner to rapaint the extorior of color(s). In addition, landscaning their home in lits original plant matifrials adative to the areapang improvements consisting of landscnping which do not intereand commonly used in residential
 shali not requite approval by the come driveways of tion (d) The Come Chemittee.
 objactive of the commign and all standards specifiedseretion wits ond, birarre, pecullar or is to prevent unusureified herein. Onf tho Sirbdivision. The or Irregular structures, fadical. curjous, rinulte a minimum of $5-12$ Comittee shali also have theing bulit in flums ha rovered with hele foot roof slope, to specify authorjty fin of Jight-wefght composition or masonry or wood, to tory that chilinney 4
wood Eramed windows, and generally to require that any plans meet the slandards of the existing improvaments, if any, on neighboring bulletins regarding shall from time to time publish and promulgate reasonable and unlformly applied and andards, which shall be falr, and intention of thls Deciaration. shall carry forward the spleit
> llability for dejisions members of the Committee shall have no decisions are made in good by the Comitter so long as such capricious. Any errors good falth and are not arbitrary or plan aubmittod to the committomissions from the plans or the aite owner of the lot to which the laproverentsponsibility of the Committee shall have no oblige lmprovements relate, and the onitesions from any guch plans, or to check for errors in or compliance with the generians, or to check for such plans. munlcipal codes, state generater provisions of this Deciaration, relate to lat lines, aasements or any othar lasue, whether the same
> 23.
> 23. To provide for the maintenance, repaly and upkeep of common areas and amenities, LDI hos formed carriage hitls ohners ASSOCIATION, a non-profit corporation organized pursunnt to the Non-Profit Corporation Act of the State of North Carioline, the Articles of Incorporation'for which are recorded in Bonk 1390, at. Regletry.

Steaplechase is amenities in carriage lifils, of which the tennis court, and common green a steeplechose and now common greenways which are located at STEEPLECHASE AT CARRLAGE HILLE, SECTION which the ownors in THF. ascrion 1 , are entitiod to use. " $A$ " to the Declaration of Bald Association are attached as Exhlbit IIILLS, SECTION 2, as of Restrlctions for THE CHAISE, AT CARRIAGE Hanover County Registry, recorded in Book 1396, at Page 1660, New Sald By-Laws provide, and are incorporated horeln by reforenen. the enforcement of collection of things, tor the collecting and and upkeep of common areas of asgessments for the malntenance subdivision. The ouners of all amenitieg, if any, in the CAHMIAOE HILLS, SECTION 1 , UPON acceptance of SHE STEEPILECIIASE, AT shall automatically become upon acceptance of a deen to thelr lat be subject to all of the terma, i:onditions, Association and shall nrticles of Incorporation and sald gy-Laws. and provisions of sald 24. Every owner of a
24. Every owner of a fee simple title to a lot within the development shall be deemed to own, poseess and have accepted:
(a) The membership(s) in the Carriage hills owneirs Association appurtenant to his lot(s); Owners, for each membership in the Assoclation owned, in the Association and all of lts asaets;
(c) An easement of enjoyment, equal to that of all other owners, in and to the comon areas and amenities, if any, subject to the Ifght of the Association to dedicate or transfer ali or any part of the common areas and amenitles, it any, for buch purposes and subject to such conditions as the Association may enacted By-taws. of the provisions of the the of complying with and abiding by all Assoclations and the Rules and Regularions the By-Laws of the inclucling the payment of dues and assessments the Associations,日y-Lahs. the payment of dues and assessments as provided in the
25. Invalidation of any one of those coveninite by jurgment.n or minrt order shall in no way nifoct any of thn othor covenanta hereln, which shall ramaln in full force and effoct. noles and assigns the parties hersto, or any of them, or their holrs and assigns shall violate nr attempt to vlolate any of the covenants herein, it shall be lawful for any person or persons, owning any real property aituated in aald streplechase at carriagr. Hitis. SECTION 1 to prosecute any proceedings at law or in equity agalnst the person or persons violating or attompting to violate any such covenants, and elther 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 discration, but not to impais the property value of the lot owners. Retention of thla 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 arlse durling the course of development.
28. DEVEt,OPER reserves the right to rovise the lines and bundarles of lots not previousiy conveyed for any purpose including, but not limated, to the additions of or extonsion of streets and roadways for the purpose of providing access to
adjocent properties.
29. DEVELOPER is not 1lable and makes no rapresentatinn as to the development of any other phase or sectlon except the phnse or naction covered by these Reatrlctions. DEVELOPER may make cliniges in future gections of the development not subject to these Restrictinns, including but not ilmited to changes in design, type of structures, restrictions or character of section. All maps, brochures and plans are purely for planning and lllustration purposes and are not to be relled upon as any promise or covenant of whintanoever kind or nature. DEVELOPER shalil be obllgated for, restrictions that are recorded foly on the plans, plata, and
nhilgalionss sint forth eovenants, restrictions and affirmative and shall be binding on thasa Restrictions shall run with the land to eppeificaliy include, but not bend parsons cialming under them asnigns, if any, of ude, but not be limited to the surcesssors nind data hereof ofter which time aliod of twanty (20) years from the nutiomnticinily extended for succesesive sald covenant.s shall be an lintrument slgned by the owners of perlods of tan yoars, unless including mortgages or owners of a majorlty of the lots (nct aubstantiolly affectied or trustees under fands of crust) rocorded, agreeing to change said covenants in whole or ins hean

IN TESTIMONY WHEREDF, LDI has eausod this instrument to we fictued in its name by its president or vico-presidnani., sonier with il.s rorpornte sonl, and attested hy its serirtary, or
Asnistant secratary, thig,


6



AMENDMENT TO DECLARATION OE RESTRICPIONS OF STEEPLESCHASE AT CARRIAGE HIIIS, BECTION 2

## $1768 \quad 0.275$

zaNow awh thess kibn by thebe presents that:
Lambimark Developars, Inc., a North Curolina corporation (boreinafter "Devaloper"), haretofore executed a Daclaration of Restrictions of steeplechase at Cairiage 日ills Baction 2, and cuused the game to be racordad in Book 1757 at Page 0B37, at reg. In the Hew Hanovar County Registry (harein the maolaration"), and

WRRREAS, the Devoloper purbuant to paragraph 28 of the Deolaration desires to amand the Declaration.

HOT, THERBFORs, the Declacation of Restrictions of steeplechase at Carriaga inilla Bution 2, heretofore recorded in Book 1757, Page 0837, In the Mew Hunover County Regiatry, is hareby amended as Lollows:

## 000041

1. By adding the following paragraph:
"32. The Red-Cockaded Hoodpaoker is recognizod as a federaliy endangared spacias, and as such it and its cavity trees are protected by federal law. Cavity treas of the Red-cockaded Hoodpecker exint in various locations throughout the property and have baen tagged for easy identification. Any person or persons attempting to ramove traes or cauaing damage to euch aitos are aubject to prosecution to the fulleat extent parmisaible under foderal 1 aw .

EXCRPT AS AMENDED HRREIN, THE AFORBBALD DECLARATION BHALL QE AND REGATH IN FULL FORCE AND EFFECT.


COUNTY OF NEN HANOVER
I. Angelo \& OLson
an Notary publia of the state and County aforesald, cartify that Cep, Notary publi pergongliy came before we this day and acknowledged that befehe is \& Sht Becretary of IANDHARK DEVELOPERS, Carolina corporation with its principal office inc., a North Caronty, and that by with its principal office in New Hanover County, and that by authority duly given and as the act of the cypporation, the foregoing instrument was signed in its name by its Cif President, saaled with its corporate geal, and attested by himaelifhersele as ita AsSt. sacretary.


My Comiseion Expirea:
June 15, 1998



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 OHNER of ail of the interest and equity in that certain tract of land known as THE STEEPLECHASE AT CARRIAGE HILLS, SECTION 2, and it ib 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 18 necessary to ensure the game 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 whomsoever owned, to-wit:
00(l109 1. All lots in said Subdivision shall be known as olngle-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 (108) below the minimum above set out, Declarant, or 1 ts 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-typa 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 lota tends to force construction of houses directly to the side of other horas with detrimental effects on privacy, view, proservation 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 ilene 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 permanent ry, nor shall any structure of a temporary character be used as a residence.

$$
\text { is: } \vdots 30
$$

6. No fence or wall shall be installed upon any lot in the Subdivision without the express written cansent of LDI or ita 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 sald 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.
B. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Reatrictions, except that one sign of not more than five square feet in area may be used to advertige a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to gigns erected by the ONNER/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.
8. 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.
9. No satellite dishes, other ungightly antensas or equipment shall be allowed upon any lot in the subdivision.
10. All water to be used in sald gubdivision for any purpose whatsoever shall be obtained from the city of Wilmington public water system, unless shallow wells to be used only for nonhuman 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 aales or garage sales shall be permitted upon any lot in the subdivision.
13. All building plans for resldence must be approved, prior to construction, by LDI or an agent appolnted by LDi or by the architectural control comalttee as set forth hereinafter.
14. (a) No noxious or offenslve activity shall be carried on or maintained on any lot or part of any lot, nor ahall any use be made of any portion of said property which may be or may become an annoyance or nulsance to the neighborhood.
(b) No animals, livestock or poultry of any kind shali be ralsed, bred or kept on any lot in the subdivision, except that dogs, cats or other household pets may be kept for the purpoge of providing companionship for the private family. Animals are not to be ralsed, bred or kept for commercial purposes or for food. It $1 s$ the purpose of these provisions to restrict the use of any lot so that no person shall quarter on sald lot cows, horses, bees, liogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, gkunks, 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 ares 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 malntained on the property uither prior to or after the residence has been erected on any lot.
$\vdots i j i \quad 0139$
(d) No trailers, boata, campers, recreational
vehicles, trucks larger than a pickup truck, or other motor
vehicles, except standard passenger vehlcles shall be allowed,
placed, parked or permitted upon any of the lots in said
subdivision or upon any gtrests thereln.
15. All lots are subject to the state of North Carollna rules and regulations concerning storm water run off as these rules and regulations are amended from time to time. These regulations currentiy 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 lacated within a street right-of-way, which runs from the property line to the road pavement; and walkwaye 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 swalls or drainage patterns used to treat atormwater run off ab required by the State of North Carolina may not be filled in, plped or changed without the consent of the DEVELOPER its designee or the State and must be malntained as set forth in Section 16. The State of North Carolina is hereby made a beneficlary of this Declaration to the oxtent necessary to enforce its stormwater run off regulations as the same may be amended from time to tlme. 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 ide ten (10) feet of each lot and oasements for dralnage and utilitias alao are reserved as shown and designated on The plat of THE GTEEPLECHASE AT CARRIAGE HILLS, SECTION 2. Easements are also reserved for the installation, operation, malntenance 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 shail be the responsibility of the purchaser of a lot, his helrs, 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 drainago channels in this easements. The easement area of each lot and ail 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 remaln 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 ramoved.

All malntenance required hereunder shall also include that area from the lot line to paved atreets 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 Hilmington and other appropriate agencies having authorlty to grant such approval.

$$
17: \% \quad 0 \subset 10
$$

18. Each lot owner shall maintain the exterior of all buildings, walls and other improvements on his lot in good condition and rapalr, 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 malntenance, repair and upkeop of gide and rear sections of any common tences, 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 malntained 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 atreet lighting, either or both of which may require an initial payment and/or a continuing monthiy 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 mallboxes 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 bullding 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 sald lot. Each lot owner ghall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's fallure to collect and dispose of guch trash within thirty (30) days after recelpt of a written notice from LDI, LDI may collect and diapose of such rubblah and trash at the lot owner's expense.
23. (a) Until such time as control of the Steeplechase at Carriage Hilla, Section 2 has been turned over to the Carriage Hills Owners Association, LDI, or a comittee appointed by it, to be known as the Architectural Control Comittee, ghall act to promote and ensure a high leval of taste, design, quality, harmony and conformity throughout the subdivision. After control of said Assoclation has been turned over to the membership thereof, or said rlghts 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 Dlrectors of the Aseociation 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 speciflcations and a plot plan have been submitted to and approved in writing by a majority of the members of the comittee as to:
(1) quality of workmanshlp and materials, adequacy of site dimensions, adequacy of atructural design, proper facing of main elevation with respect to nearby streets;
(11) conforinity and harmony of the external design, color, type and appearance of exterior aurfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Subdivision; and



















- 









 , supid yons joj yoays 07 д0 'surid yons due wosf suoferfü



























-UDISTDep pue uot7e7exdxazut




Ihoor
(a) The membership(a) in the CARRIAGE HILLS OWNERS ASSOCIATION appurtenant to hls lot(s): (b) An undivided equal interest with all other
Association and all of 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 rlght of the Association to dedicate or transfer ali or any part of the common areas and amenities, if any, for buch purposes and subject to such conditions as the Association may determine, acting by and pursuant to the provisions of its duly anacted By-Laws.
(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the and abiding by all Assoclations 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 thege covenants by fudgments or court order shail in no way affect any of the other covenants herein, which ahall remain in full force and effect.
27. If the parties hereto, or any of them, or thed heirs and assigns ahali violate or attempt to violate any of the covenants herein, it ahall be lawful for any person or persons, owning any real property gituated in said STEEPLECHASE AT CARRIAGE HILLS, SECTION 2 to proaecute any proceedings at law or in equity againat the person or persons violating or attempting to violate any such covenantg, and elther to prevent him or them from dolng or to recover damages or other dues for auch violation.

2日. At any time prlor to December 31, 1996, these Restrictions may be amended by DEVELOPER at lts discretion, but not to impalr 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 gituations or clrcumstances which may arise during the course of development.
29. DEVELOPER reserves the right to revise the 11 nes and boundaries of lots not previously conveyed for any purpose including, but not limited, to the additions of or extension of adjacent and roadways for the purpose of providing access to
30. DEVELOPER is not llable 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 devolopment not subject to these Restrictions, including but not ilmited to changes in design, type brochures and restrictions or character of gection. All maps, purposes and are not to be purely for planning and illustration of whatsoever kind or nature riled upon as any promiae or covenant and any owner ohall solely rely on shail be obligated for, restrictions that are recorded fory on the plans, plats, and

$$
\text { 31. All } \quad \square
$$

obligations set forth in these resentrictions and affirmative and ghali be binding on all parties andions shall run with the land to apecifically include, butarties and parsons claiming under them assigns, if any, of LDI, for a per be limited to the successors and date hereof aftar which time al of twenty (20) years from the automatically extended for time all sald covenants shall be an instrument signed by the owners of periods of ten years, unless an instrument signed by the owners of a majority of the lots fnot


STATE OF NORTH CAROLINA COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS STEEPLECHASE EXTENSION AT CARRIAGE HILIS._SECTION 3

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDHARK DEVELOPERS, INC., AND LANDMARK HONES, 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 $\frac{3(l)}{}$ 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.

## 000153

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.

## 2032

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 nonhuman 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. Ali animals must be properly tagged for identification.

## 20320878

(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 the 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 HILIS, 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 by the builder shall be provided by the builder. Any boxes provided 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 HILIS OWNERS ASSOCIATION, INC. and its Architectural control Comittee. The CARRIAGE HILIS 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 ASSOCTATION, 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, or which THE STEEPLECHASE is a part, consists of a swimming pool, club house,
tennis court, and common greenways which 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 THB 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 ASSOCLATION 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
(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 Pestrict 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, purposes 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, restrictions that are recorded fely on the plans, plats, and
31. All covenants
restrictions and affirmative and shall be binding on all partestrictions shall run with the land to specifically include assigns, if any include, but not be limited to the successors and from the date heref Developer, for a period of twenty (20) years automatically extended for successive all said covenants shall be an instrument signed for successive periods of ten years, unless including mortgagees or owners of a majority of the lots (not substantially affected by such changes in deeds of trust) recorded, agreeing to change said covenants in whole or in bart
32. The Red-Cockaded

Woodpecker is recognized as a are protected by federal law and as such it and its cavity trees Woodpecker exisy federal law. Cavity trees of the Red-Cockaded hoodpecker exist in various locations throughout the property and have been tagged for easy identification. Any person or persons subject to 0 remove trees or causing damage to such sites are federal law. prosecution to the fullest extent permissible under

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 199 ecember day of 1995

LANDMARK DEVELOPERS, INC.
[CORPORATE


CORPORATE
ATTEST:
2V. Cenae "Bencocisi"
_Asst._ Secretary

[CORPORATE SEAL]
ATTEST:


LANDMARK HOMES, INC.

BY:




Page

## 0883

CARRIAGE HILLS OWNERS ASSOCIATION, INC.

BY:


State of north carolina
COUNTY OF NEW hanover
I. BethS. Be $\qquad$ , a Notary Public of the State and county aforesaid, certify that $\#$. Reno theniant personally came before me this day and acknowledged that bant
$\qquad$ Secretary of Landmark acknowledged that he/she is Carolina corporation, Sectary of Landmark Developers, Inc., a North act of the corporation, and that by authority duly given and as the name by its Vice the foregoing instrument was signed in its seal, and attested by himsetf/herself sealed with its corporate Secretary.

$\qquad$ AsST

```
    wITNESS my hand and official seal this 12*-
Drembes
```

$\qquad$

``` 1995 .-\(12^{-2}-\)
ember
``` \(\qquad\) Silly\&por

My Commission Expires: No. 8,1996


STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
1. Betty Be
certify that a Notary public of the
State and County aforesaid, certify that H. Rene Pinolic
personally came before me this day and acknowledged that he/she is Carolina corporation Secretary of Landmark Homes. Inc.. a North act of the corporation, the forego authority duly given and as the name by its VM, the foregoing instrument was signed in its seal, and attested by mineeresident, sealed with its corporate Secretary.

WITNESS my hand_and official seal this \(12^{+1}\)
\(\qquad\) . 1995 5 .

My Commission Expires:
NN 8, 1956

\begin{tabular}{ccc} 
& BLATE OF & PAGE \\
NORTH CAROLINA & 2032 & 0884
\end{tabular}

I coundira a ail
0884 COUNTY OF NEW HANOVER - a Notary Public of the State and County aforesaid, certify that fifmaid Ail. fluinni personally came before me this day and acknowledged that he/sho 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/horeelf as its ——_ Secretary.

19 th day of


My Commission Expires:


STATE OF NORTH CAROLINA
New Hanover County
The Foregoing forangexed Certificates) of
Betty S. Pope a
Betty. Pope a 0
Notary (Notarise) Public is/ are ocrtificd
to be correct.


2115

\section*{STATE OF NORTH CAROLINA}

\section*{COUNTY OF NEW HANOVER}

\section*{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 HILLLS, 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 cemmunity, 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:

\section*{000008}
1. All lots in said Subdivision shall be known as single-family residential lots, and shali 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 deveiopment 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 bomes 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, nobile bome, 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.

NGen 12.1
1


\section*{21150780}
6. No fence or vall statil be installed upon any to in the Subdivision without the express wititen consent of Developer or its desianee. No fenioe so spprioved or consented to shall be permitted necret the from lod line that the reter conners of the house constructed upon stid lot. Fences constructed by Developer thall be permitued nemere the firont loo line than the rear comers of the house constructed ipon sidi lot, so long is the fence is used in conncition with a model home or sales office and is renoved 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 plased on any lot, without the express witten consent of Developer of 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 localed 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 área, 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 shail 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 yand sales or garage sales shall be permitted upon any lot in the subdivision.
14. All building plans for structures must be approved, prior to constriction, 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 stall 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 houschold 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 shidl quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, stiskes, 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 paragrah 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 instaling 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 instaliation 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.

50:
PAGE

\section*{21150782}

In certain instances, conservation areas or greenways, or vegethed buffers may be conveyed with lot to owner. Such aress are for conservition purposes and, as such, not for owner's private use. These areas are to remsin entirely netiural. No fences of structures of any type may be erected in said areas and no undergrowth or any type of vegetution miay be removed.

All maintenance required hereunder shail also include that area from the lot line paved streets and any casements 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 worm 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 montthly 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 trish 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 troughout the subdivision. Architectural Control Committee (to consist of not less than three (3) members) shall be appointod by the Board of Directors of the Association to serve upon such terins and conditions as the Board may determine.

\section*{}

\section*{21150783}
(b) No landscaping shall be undertiken and no building, tence, well or other structure shall be commencod, erocted, pleced, minintained of altered on any lof, 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 bave 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 aeighboring 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, easemients 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 Steepiechase and New Holland Road, all of which the owners" in THE STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 4, are entitied to use.
Boin

\section*{21150784}

The By-Laws of the ASSOCIATION are attiched 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 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. 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 lawtul 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.

\section*{ai.: Bia}

\section*{\(2115 \quad 0785\)}
33. All covenants, restrictions and affirm native oblighions set forth in these Restrictions shall nun 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 niter Secretary, this the \(\qquad\) day of November, 1996.

BY: ..... CORPORATE SEAL]
N.C.

CORPORATE
\(S \mathrm{~S} A \mathrm{~L}\)

.a'ㅅTTEST:
\(\frac{\text { A. Penal dunant }}{\text { ASST. Secretary }}\) Secretary

CARRIAGE HILLS OWNERS ASSOCIATION, INC.
(CORPORATE SEAL)

BY:



\section*{COUNTY OF NEW HANOVER}
\[
21150786
\]
 - a Notary Public of the State and County aforesaid, certify that \(\qquad\) personally came before me this day and acknowledged that he/she is anent 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 bimsolfferself as its Secretary.
WITNESS my hand and official seal this
 Aremera day of Niewember, 1996.


Notary Public
My Commission Expires:

-96 REC 13 AIM 943 STATE OF NORTH CAROLINA RECORDED AND VERIFIED
many sue 00TS
COUNTY OF NEW HANOVER REGISTER OF DEEDS


1, crux of. \&ail \(\qquad\) , a Notary Public of the State and County aforesaid, certify that yemen Zianomenand \(\qquad\) personally came before me this day and acknowledged that he/she is \(\qquad\) 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 its \(\qquad\) President, sealed with its corporate seal, and attested by himselfherself as Secretary.

WITNESS my hand and official seal this 3 ed Day of Now ember, 1996 .


My Commission Expires:

NORTH CAROLINA
NEW HANOVER COUNTY
The foregoing certificate of

is certified to be correct.
This \(1 \mathcal{K}_{\text {day of Dec , } 1996 . ~}^{\text {De_ }}\)

NGlos 12.1


NGOM2.1

\author{
KNOW ALL MEN BY THESE PRESENTS:
}

That the undersigned, LANDMARK DEVELOPERS, INC, a North Carolina comporation (hereinafter "Developer") is the OWNER of all of the irterest and equity in that certain tract of bad 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 commumity, and thereby to secure to each lot OWNER the full benefit and enjoyment of his home with no greater restriction upon the free and undisturted use of his lot than is necensary to insure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hercby covenant, agree and dectare to and with all persons, firms or corporations now owning or hereafter acquining 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, ruming 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. Ne 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 establisthment 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 effecti on privacy, view, preservation of important trees and other vegetation, ecological and relater consitterations, no specific seiback 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 bouse 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 claracter 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 comers of the house constructed upon said lot. Fences constructed by Developer shall be permitted nearer the front lot line than the rear comers 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 puposes. 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 foed in area may be used to advertise a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved bot This covenant shall not apply to signs erected by the Developer or its designee used to identify and adverise the subdivision as a whole, or by a concractor for an item of wort being performed on a given lol
9. No fuet tanks or similar storage receptacles may be exposed to view. Any such receplackes may be installed only within the main dwelling house, within an accessory building, within a screened aren, or buriod underground.
10. No satellite dishes, other unsighly antermas or equipmens 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 whatsocver shall be oblained from the City of Wilmington public water system, unless stallow wells to be used only for non-inuman consumption are approved by the City-Councy board of Health and the City of Wimmington. All sewage disposal shall be only by tapping onto tine 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 phans for structures must be approved, prior to construction, by Developer or ani agent appointed by Developer or by the architectural control committee as set forth hereinafter and constnuction 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 annojance or nuisarce 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, turieys, 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 let clean and free of pet debris. All animals must be property tagged for identification.
(c) Unsightly inoperative junk cars, equipment, materials and like exposures camnot 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 veibicles, except standard passenger vehicies 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 conceming 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 buitt 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 Dectaration to the extent necessary to enforce its stormwater run off regulations as the seme may be amended from time to time. This paragraph cannot be changed or deleted without the consent of the Strte of North Carolina.
16. (a) Easements for the installation and maineenance of fences, utilities and drainge facilities are reserved over the rear, front and side ten (10) feet of each lot and easements for draiuste and uilities also are reserved as shown and designated on The Plat of THE STEEPLECHASE EXIENSION AT CARRIAGE HILLS, SECTION S. Easements are also reserved for the instaliation, 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 shove 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 penchaser of a lot, his heirs, successors and assigos, within said easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the instaliation and mainterance of utilities, or which may change the direction of flow of drainage chamels 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 vegetrited 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 structrres of any type may be erected in said areas and no undergrowth or any type of vegetation may be removed.

All maintenance required hereunder stali also include that area from the fot 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 Bonrew Site and has been replaced with fill dirt. This Borrow Site area may not be suitable for the construction and placement of any stiuctures. 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 wom and rotted parts, and shall regularly repaint all painted surfaces and shall not permit the rooks, 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 nommal 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. Develory reserves the right to subject the real property in this Subdivision to a contract witii carbita 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 boumdaries of said iot 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 rebbish and trash at the lot owner's expense.
23. (a) Developer or its designee, or the Architectural Control Commitree of the CARRIAGE HILLS OWNERS ASSOCIATION, INC, shall act to promote and ensure a high level of taste, design, quality, harmony and conformity througtout the subdivision. Architectural Control Commituee (to consist of not hess than three (3) members) shall be appointed by the Board of Directors of the Association to serve upon such tems and conditions as the Board may determine.
(b) No landscaping stall 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 sinuctural design, proper facing of main elevation with respect to nearby streets;
(ii) conformity and harnony 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 retation 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 limes 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 authonty 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.

\section*{2154 \\ 0569}

The By-Laws of the ASSOCIATION are atached as Exhibit "A" to the Deciaration of Restrictions for THE CHAISE AT CARRIAGE HILLS, SECTION 3, as recorded in Book 1396, at Page 1660, and as amended in Book 2145, Page 794, New Hanover Coumty Registry, and are incorported berein by reference. Said By-Laws provide, among other things, for the collecting and the enforcement of colloction of assessments for the maintenance and upleep 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 accoptance of a doed 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 foe simple rute to a lot within the developenens shall be deemed to own, possess and have accepted:
(a) The membership(s) in the CARRIAGE HILLS OWNERS ASSOCIATION appurterant 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 assefs;
(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 vioiate 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 attermpting to violate any such coveanants, 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 ind 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 nun 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.
 species, and as such it and is cavity trees are protected by friend law. Cavity trees of the RedCockaded Woodpecker exist in various locations throughout the property and have been tugged for cosy identification. Any person or persons attempting to remove trees or cussing damage to such sites are subject to prosecution io the fullest extent permissible under federal haw.

IN TESTIMONY WHEREOF, Landman Developers, lac. and Carriage Hill Owners Association, lac, have c used this instrument to be signed in its name by its President or Vice-Presiden, sealed with its corporpe sep, and attested by it Secretary, or Assistant Secretary, this the kith dy of Thane 1997.


CARRIAGE HILLS OWNERS ASSOCIATION, INC.

BY:


\section*{STATE OF NORTH CAROLINA}

COUNTY OF NEW HANOVER
ty aforesaid, certify , ai a \(\qquad\) waterlily cane tare me this day and acknowledged that helshe is \(\qquad\) 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 himselfherself as its
\(\qquad\) Secretary.
WITNESS my hand and official seal this pith day of Thanh
1997.


My Commission Expires:
Now 22. 1948

\begin{tabular}{cc} 
gook & PAGE \\
2154 & 0571
\end{tabular}

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
 a Notary Public of the Stree and


 the act of the corporation, the foregoing instrument was signed in its nares by its
its \(\qquad\) President, sealed with its corporate seal, and attested by himselforselfes WITNESS my had and official seal this fIfth day of That h 1997.

\section*{My Commission Expires:}

Nov. 22.1998

\section*{NORTH CAROLINA}


NEW HANOVER COUNTY
The foregoing certificate of Notary Public, is certified to be correct.

This 19 day of March


\(\qquad\)

MARY SUE DOTS,
REGISTER OF DEEDS OF NEW HANOVER COUNTY


DOOK
PAOE

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

RETORDED \& YERAF:D
MARYOXCOTS
 k.

DECLARATION OF RESTRICTIONS STEEPLECHASE EXTENSION AT CARRIAGE HILLS, SECTION 6

\section*{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:

\section*{000136}
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 housc imitier, mobilc 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. 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) houschold 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 conceming 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 residerces. 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 gencral 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 shal! 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 extemal 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.

\section*{23020745}
(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 hercin. One objective of Developer is to prevent unusual, radical, curious, odd, bizare, peculiar or irreguiar 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 CHAISE, 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 coliection 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 casement 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 arcas 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 cnacted By-Laws.
```

EOON PAGE
2302 0746

```
(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 EXT ENSION 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 RedCockaded 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 \(\qquad\) day of \(\qquad\) 1997.


LANDMARK DEVELOPERS, INC.


\section*{ATTEST:}

Renal turneict Ionatain


CARRIAGE HILLS OWNERS ASSOCIATION, INC.

BY:


\section*{STATE OF NORTH CAROLINA}

\section*{COUNTY OF NEW HANOVER}

I, Thane Poneknexy dickens_, a Notary Public of the State and County aforesaid, certify that Rene Exlunnint Fountani personally came before me this day and acknowledged that he/she is \(\qquad\) 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 \(\qquad\) -
President, sealed with its corporate seal, and attested by himself/herself as its Asst. \(\qquad\) Secretary.

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


My Commission Expires:
Now. 22. 1998

\[
\begin{array}{ll}
\text { COOK } & \text { PAGE } \\
2302 & 0748
\end{array}
\]

\section*{STATE OF NORTH CAROLINA}

COUNTY OF NEW HANOVER

County aforesaid, certify that
\(\qquad\) , a Notary Public of the State and me this day and acknowledged that he/fab \(\qquad\) 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
\(\qquad\) President, sealed with its corporate seal, and attested by himself/bereef as its \(\qquad\) Secretary.

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

My Commission Expires:
Now. 22. 1998


\section*{NORTH CAROLINA}

NEW HANOVER COUNTY
The foregoing certificate of Notary Public, is certified to be correct. \(\qquad\) This 29 day of


\(\qquad\) , 1998.

MARY SUE OUTS,
REGISTER OF DEEDS OF NEW HANOVER COUNTY```

