

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS  
SECTION 2, CAMBRY DOWNS AT  
CARRIAGE HILLS

THIS DECLARATION is made and entered this 26th day of May, 1995, by LANDMARK DEVELOPERS, INC. and LANDMARK HOMES, INC. (hereinafter collectively DEVELOPER) a North Carolina corporation, and CARRIAGE HILLS OWNERS ASSOCIATION, a North Carolina non-profit corporation (hereinafter ASSOCIATION);

W I T N E S S E T H:

WHEREAS, DEVELOPER is the OWNER of all of the interest and equity in that certain tract of land known as Section 2, CAMBRY DOWNS AT CARRIAGE HILLS, which is more particularly described on map recorded in Map Book 34, Page 178, New Hanover County Registry;

and  
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WHEREAS, 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 the home with no greater restriction upon the free and undisturbed use of the lot than is necessary to ensure the same advantages to the other lot owners; and

WHEREAS, all owners of lots in Section 2, CAMBRY DOWNS AT CARRIAGE HILLS are members of ASSOCIATION as is more fully set out herein; and

WHEREAS, it is the desire of DEVELOPER that the ASSOCIATION shall provide for the painting and repair of all privacy fences and other fences installed by DEVELOPER and the landscaping and maintenance of the front yards of all lots, vegetated buffer easements, cul-de-sac islands, sprinkler systems installed by DEVELOPER, mailboxes and other designated common areas; and

WHEREAS, the cost of such maintenance shall be in addition to the regular ASSOCIATION assessments; and

WHEREAS, the ASSOCIATION desires to collect all of the assessments at Carriage Hills, including those in Cambry Downs, and to administer the restrictions in all the subdivisions in Carriage Hills, including Cambry Downs;

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 Section 2, CAMBRY DOWNS AT CARRIAGE HILLS, that all of the lots in said subdivision as shown on a map recorded in Map Book 34, at Page 178 of the New Hanover County Registry, and any revisions to said map, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

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

2. NO RESIDENCE SMALLER THAN 1000 SQUARE FEET OF HEATED FLOOR SPACE, EXCLUSIVE OF PORCHES, STEPS, WALKS, GARAGES, CARPORTS, STORAGE AREAS AND SO FORTH, SHALL BE CONSTRUCTED OR LOCATED ON ANY BUILDING LOT. PROVIDED, THAT IN CASES WHERE THE AREA IS NOT MORE THAN TEN PERCENT (10%) BELOW THE MINIMUM ABOVE SET OUT, DECLARANT, OR ITS DESIGNATED AGENTS, MAY, AT THEIR OPTION, APPROVE THE CONSTRUCTION OF THE DWELLING IF IT IS IN CONFORMITY WITH THE GENERAL DEVELOPMENT OF THE SUBDIVISION.

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

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

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

6. No fence or wall shall be installed upon any lot in the Subdivision without the express written consent of DEVELOPER or its designee.

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

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

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

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

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

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

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

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

DEVELOPER or by the architectural control committee as set forth hereinafter.

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

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

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

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

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

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

15. All lots are subject to the State of North Carolina rules and regulations concerning storm water run off as these rules and regulations are amended from time to time. These regulations currently provide that each Lot will be restricted to 2,500 square feet of built upon area, including impervious surfaces such as foundation; structures; driveways; including that portion of the driveway located within a street right-of-way, which runs from the property line to the road pavement; and walkways or patios of brick, stone or slate, and marl or stone covered areas, not including wood decking or the water surface of swimming pools. All drainage swails or drainage patterns used to treat stormwater run off as required by the State of North Carolina may not be filled in, piped or changed without the consent of the DEVELOPER its designee or the State and must be maintained as set forth in Section 16. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater run off regulations as the same may be amended from time to time. This paragraph cannot be changed or deleted without the consent of the State of North Carolina.

16. (a) Easements for the installation and maintenance of fences, utilities and drainage facilities are reserved over the rear, front and side ten (10) feet of each lot and easements for drainage and utilities also are reserved as shown and designated on The Plat of Section 2, CAMBRY DOWNS AT CARRIAGE HILLS. 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. Easements are reserved to the ASSOCIATION for the maintenance of the privacy fences and other fences, front yards outside of the privacy fences, vegetated buffer easements, cul-de-sac islands and any and all other designated common areas which the ASSOCIATION may maintain.

(b) 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 all easements affecting the property, except those areas which shall be the responsibility of the CARRIAGE HILLS OWNERS ASSOCIATION as set forth herein, for which each CAMBRY DOWNS lot owner contributes a proportionate amount so as to provide sufficient funds to cover all costs as is more fully set forth hereinafter. 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 only improvements which may be installed in these easements are those for which a public authority, utility company or CARRIAGE HILLS OWNERS ASSOCIATION is responsible. Lot owners shall not install any improvement in the easement located outside the privacy fence.

In certain instances, conservation areas or green ways, or vegetated buffer easements 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 in their original state except for necessary maintenance or replacement of trees or other growth. No additional fences or structures of any type may be erected in said areas except by Developer or ASSOCIATION and no plantings, fences or structures may be removed which may be installed by the Developer or ASSOCIATION.

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, except those areas which are the responsibility of the ASSOCIATION as is more fully set forth herein, on his lot in good condition and repair, and shall replace worn and rotted parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

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

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

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

22. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the

obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from DEVELOPER, its successors or assigns, DEVELOPER may collect and dispose of such rubbish and trash at the lot owner's expense.

23. (a) Until such time as all of the lots in Section 2, CAMBRY DOWNS AT CARRIAGE HILLS, have been sold, DEVELOPER shall act to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the subdivision. DEVELOPER shall have the right to assign all of the rights granted hereunder to the ASSOCIATION, which rights shall be undertaken by the ASSOCIATION and its Architectural Control Committee in its sole discretion. DEVELOPER may assign its rights under this paragraph 23 to the Carriage Hills Owners Association and its Architectural Control Committee. The Carriage Hills Owners Association shall then have the right to enforce all of the provisions of this paragraph 23.

(b) No landscaping shall be undertaken and no building, fence, wall, outbuilding, flagpole, 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 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.

(c) Approval by DEVELOPER shall not be required for an Owner to repaint the exterior of their home in its original color(s).

(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. DEVELOPER shall from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

(e) 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. 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.

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 Section 2, CAMBRY DOWNS AT CARRIAGE HILLS is a part, consists of a swimming pool, club house, tennis court, and common greenways which are located at Steeplechase and New Holland Road, all of which the owners in Section 2, CAMBRY DOWNS AT CARRIAGE HILLS, are entitled to use.

The By-Laws of the ASSOCIATION are attached as Exhibit "A" to the Declaration of Restrictions for THE CHAISE, AT CARRIAGE HILLS, SECTION 2, as recorded in Book 1396, at Page 1660, New Hanover County Registry, and are incorporated herein by reference. Said By-Laws provide, among other things, for the collecting and the enforcement of collection of assessments for the maintenance and upkeep of common areas and amenities, if any, in the subdivision. The owners of all lots in Section 2, CAMBRY DOWNS AT CARRIAGE HILLS, 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. In addition to the maintenance and repair of all the common areas and amenities, the ASSOCIATION shall provide for the painting and repair of all privacy fences and other fences installed by DEVELOPER and the landscaping and maintenance of the front yards outside of the privacy fences as well as any and all vegetated buffer easements, cul-de-sac islands, sprinkler systems installed by DEVELOPER, mailboxes and any and all other designated common areas. Maintenance shall not be deemed to include the replacement of plant material or treatment of disease or infestation on any lot(s) inside the privacy fences or not otherwise maintained by the ASSOCIATION or the maintenance of gates

on the front sections of any fences which shall be the maintenance responsibility of each lot owner. No improvements or additional plant material may be installed by an OWNER in a landscaped area or any areas maintained by the ASSOCIATION without prior approval of ASSOCIATION. All maintenance by the ASSOCIATION required hereunder shall also include that area from the lot line to the paved street(s) and any easements that traverse the lot within the area(s) described herein. Owner shall abide by all Association rules regarding maintenance of the Lot, including use of sprinklers.

The OWNER of each lot owned, excluding DEVELOPER, hereby covenants and agrees, by acceptance of a Deed, to pay to the ASSOCIATION the annual or general assessments and agrees to be bound by the terms and conditions contained in the By-laws of the ASSOCIATION. Included within this covenant is the Owner's agreement that the additional maintenance and assessments attributed to Section 2, CAMBRY DOWNS AT CARRIAGE HILLS and administered by the ASSOCIATION as set forth hereinabove shall be valid liens, charges and assessments subject to the provisions for general and special assessments as set forth in the By-laws of the ASSOCIATION and any other pertinent documents. The Owner also covenants and agrees that the ASSOCIATION, in order to perform its obligations hereunder, shall have all of the rights, as specified in the By-laws of the ASSOCIATION, necessary for the performance of its duties and responsibilities hereunder as if fully set forth herein. The assessments shall be apportioned equally among and between all of the LOT OWNERS in Section 2, CAMBRY DOWNS AT CARRIAGE HILLS. The LOT OWNERS covenant and agree that the ASSOCIATION may enforce this DECLARATION as provided in Paragraph 29 herein.

28. 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.

29. 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 Section 2, CAMBRY DOWNS AT CARRIAGE HILLS or the ASSOCIATION, 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.

30. At any time prior to December 31, 1996, this DECLARATION may be amended by DEVELOPER at its discretion, but not to impair the property value of the lot owners. Retention of this right by DEVELOPER is not intended to affect the general or common scheme of development for the property herein described but to correct and/or modify situations or circumstances which may arise during the course of development. Thereafter, this DECLARATION may be amended by two-thirds (2/3) of the LOT OWNERS, provided that no amendment shall alter any obligation to pay assessments as provided herein or affect any lien for payment of the same. To be effective an amendment must be recorded in the Office of the Register of Deeds of New Hanover County.

31. 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.

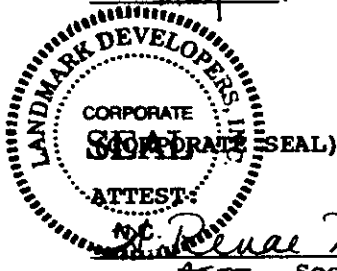
32. DEVELOPER is not liable and makes no representation as to the development of any other phase or section except the phase or section covered by these Restrictions. DEVELOPER may make changes in future sections of the development not subject to these Restrictions, including but not limited to changes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

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

IN TESTIMONY WHEREOF, LANDMARK DEVELOPERS, INC., LANDMARK HOMES, INC. and CARRIAGE HILLS OWNERS ASSOCIATION have caused this instrument to be signed in its respective names by its President or Vice-President, sealed with its corporate seal, and attested by its Secretary, or Assistant Secretary, this the 26<sup>th</sup> day of May, 1995.



LANDMARK DEVELOPERS, INC.

BY: B. Rex Stephens  
VICE President

H. Renaie Annait  
ASST. Secretary



LANDMARK HOMES, INC.

BY: B. Rex Stephens  
VICE President

H. Renaie Annait  
ASST. Secretary



CARRIAGE HILLS OWNERS ASSOCIATION

BY: H. C. Hamilton  
President

ATTEST: [Signature]  
Secretary

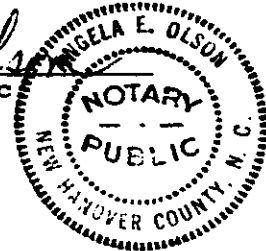
STATE OF NORTH CAROLINA 1886 0856

COUNTY OF NEW HANOVER

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

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

Angela E. Olson  
Notary Public



My Commission Expires:

June 15, 1998

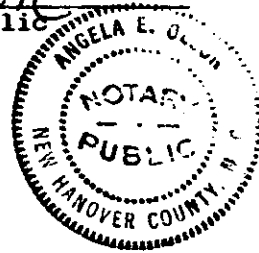
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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

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

Angela E. Olson  
Notary Public



My Commission Expires:

June 15, 1998

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

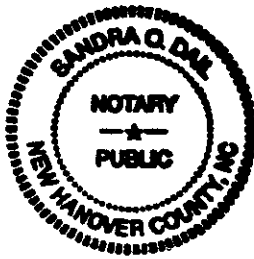
I, Sandra J. Dail, a Notary Public of the State and County aforesaid, certify that Dennis Hunter personally came before me this day and acknowledged that he/she is Secretary of Carriage Hills Owners Association, a North Carolina corporation, and that by authority duly given and as the act of the corporation,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

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

Sandra J. Dail  
Notary Public

My Commission Expires:

9/27/99



NORTH CAROLINA

NEW HANOVER COUNTY

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

This 26 day of May, 1995.

MARY SUE OTTS,  
REGISTER OF DEEDS OF NEW HANOVER COUNTY

BY: Jimmy Donahue  
Deputy

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REGISTER OF DEEDS  
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