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RECORDED AND REFILED  
MARY SUE BOYD  
REGISTER OF DEEDS  
NEW HANOVER COUNTY, NC

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
CHARTER RIDGE SUBDIVISION

THIS DECLARATION, made the 13<sup>th</sup> day of April, 2000, by Coughland & Mintz Construction, Inc., a North Carolina Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

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WHEREAS, Declarant is the fee simple owner of certain property in New Hanover County, North Carolina, known as Charter Ridge Subdivision, as the same is shown on a map thereof recorded in Map Book 38 at Page 352 in the Office of the Register of Deeds of New Hanover County.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run as appurtenances to real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors in title, and assigns, and shall inure to the benefit of each owner of any interest in the said Charter Ridge Subdivision, as described above.

1. Permitted Uses. All lots shall be used for single family residential purposes only. No business, trade, vocation or occupation shall be permitted to be conducted at or pursued from any office, formal or informal, on any lot. However, this restriction shall not restrain Declarant in any way from pursuing its rightful business of developing, marketing and selling any and all lots.

2. Architectural Control. No dwelling, building, fence, wall or other structure, of whatever nature or kind, or any portion thereof, shall be erected, placed or altered on any lot, nor shall the grade or elevation or physical characteristic of any lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans, specifications, materials, site and grading plan shall have been approved in writing by the Declarant, or its successors or assigns. Such approval shall be in the form of a writing executed by the Declarant. Approval or disapproval of any plans as above may be based by the Declarant upon any ground, including purely aesthetic and environmental considerations, that the Declarant, in its sole discretion, shall deem sufficient. For the purposes of this paragraph all documents required for approval shall be submitted to the Declarant at the corporate office at 1202 Eastwood Road, Wilmington, NC 28403. If the plans, as submitted, are not approved or rejected within three (3) weeks from the submission thereof, or

DRAWN BY: CALDER & CALDER, ATTORNEYS

RETURN TO: CALDER & CALDER, ATTORNEYS

within three (3) weeks from notice of additional information being required for the approval, the plans shall be deemed approved as submitted.

The approval process shall commence upon the delivery to the Declarant of a complete plot plan showing the proposed location of the house, driveway, parking areas, permitted outbuildings, and any other improvements to the property. Additional items to be submitted for approval include, but are not limited to, copies of the building contract, pier permits, specification sheets, and any all other items and documents necessary or desirable, in the Declarant's sole discretion to assure that the improvements placed on all lots are of such a nature as to protect the values of other lots in Charter Ridge Subdivision.

The following guidelines are a recommended beginning point for development of plans for residences to be constructed in Charter Ridge Subdivision:

- A. No single family residence containing less than 1400 square feet of enclosed dwelling area shall be constructed, located or permitted on any lot.
- B. Minimum setbacks required will be those required in the applicable City of Wilmington Code. Setbacks greater than those required in the Code may be required by the Declarant.
- C. No fences will be allowed closer to the front lot line than the front of the residence and maximum fence height along side and rear lot lines shall be seven (7) feet with maximum fence height on the front shall be four (4) feet.
- D. No concrete block, concrete brick, asbestos siding, aluminum siding, vinyl siding, cinder block nor tar paper composition shall be used for the exterior of any residence construction on any building lot herein conveyed, it being intended that only conventional frame, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants.
- E. All driveways and parking areas shall be paved.
- F. All utilities shall be located underground.
- G. All mailboxes and mailbox posts shall be either of a design approved by Declarant, or shall be those furnished by Declarant.

There shall be no changes to the submitted plans and specifications that affect the exterior appearance, or the location of any improvements on the property, after the plans and specifications are approved by the Declarant, unless the same are approved in writing.

Developer will assign architectural control to the homeowners association upon sale by developer of the final lot in Charter Ridge Subdivision.

3. Subdivision Prohibited. No residential building lot as shown on the herein referred to map shall be re-subdivided unless each portion of said re-subdivided lot becomes a part

of another whole lot in said subdivision.

4. Temporary Residences Prohibited. 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.

5. Signs. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of the residents, and signs advertising the property "For Rent" or "For Sale". Only one (1) "For Rent" or "For Sale" sign shall be allowed, and shall be of a maximum five (5) square feet in area.

No "For Sale" sign or any other signs shall be permitted, except for the sign constructed by the developer advertising the subdivision.

6. Requirements and Prohibited Uses.

A. No noxious or offensive trade or 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 become an annoyance or nuisance to the neighborhood.

B. No domesticated farm animals or fowls shall be kept on the property, it being the intention of the developers that only non-violent domesticated household pets shall be permitted. No allowed animals shall be permitted to run free, and all such animals should be properly leashed and personally escorted when not secured on the owners lot by fence, pen, chain or otherwise.

C. Unsightly inoperative junk cars, large trucks, buses, or other like eyesore cannot be maintained or stored on the property either prior to or after the residence thereon has been erected. This prohibition does expressly preclude parking or storage of recreational vehicles within the subdivision. The developer, or the homeowners association, shall have the right to have all such prohibited objects removed from lot at the lot owner's expense, such expense shall become payable as if it were an assessment provided for in the Declaration.

D. No fuel tanks or similar storage facilities may be exposed to view on any lot. Any such facility must be installed only within the main residential dwelling, within an accessory building, within a screened area or buried under ground.

E. Each lot owner shall provide receptacles for garbage in a screened area on his lot not generally visible from the street or road or other lots.

F. All light bulbs and other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-frost lights or bulbs.

G. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot.

H. No outside radio or television antennas shall be erected on any lot or dwelling unit within the property, including satellite dishes, without the express written approval of the Declarant.

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

J. The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event any owner of a lot within the subdivision fails to keep their lot clean and mowed, the Declarant shall have the right to enter upon the lot to mow or clear the lot at the Declarant's discretion. In the event Declarant, or Declarant's duly appointed agent or employee, cleans or mows any lot for another owner, Declarant shall have the right to assess the cost of cleaning and mowing to the said owner.

K. Any accessory building, storage facility or other structures on any lot shall conform in style and building materials to the main structure on the property. Declarant approval must be obtained for any such building to be placed on or built on any lot in the subdivision, prior to construction or placement.

L. The homeowners association maintains the right to install lighting on the streets and common area and divide the cost of the electric bill and maintenance of said lights equally among the lot owners.

M. No boat, motorboat, camper, trailer, motor or mobile home, or similar type vehicle shall be permitted to remain on any lot on any street at any time, without the written consent of the Declarant, or the homeowners association or its successors and assigns.

7. Length of Covenants and Restrictions. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of twenty (20) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of said lots not under legal disability, it is agreed to revoke or amend the same. No amendment to these covenants, conditions and restrictions which acts to the detriment of the Declarant, their successors or assigns, shall be effective unless assented to expressly in writing by the Declarant.

Declarant retains the right to amend these Restrictions at any time prior to two (2) years from the date hereof without notification to or approval of lot owners in the subdivision. Any amendment so made by Declarant shall be effective as of recording of said amendment in the New Hanover County Register of Deeds Office.

8. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants herein, which shall remain in full force and effect.

9. Violation of Restrictions. If the purchaser of any lot shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, firms or corporation owning any real property situated in said subdivision to prosecute any proceeding at

law or equity against the person or persons, firm or corporation violating or attempting to violate any such covenant and either to prevent him or them from so doing, recover damages or other compensation for such violation, or force correction of such violation.

10. **RIGHTS RESERVED BY DECLARANT.** Declarant reserves unto itself a perpetual, alienable right on, over and/or under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other equipment facilities necessary for the installation and use of electric, telephone, television, cable, gas, water, sewer or other public facilities, utilities or conveniences, in or over the a ten (10) foot strip running along each lot as it intersects the roads or streets in the subdivision, and any such other areas as are designated on the duly recorded subdivision map covering Charter Ridge Subdivision, recorded in the New Hanover County Registry. The Declarant further reserves the following rights and powers:

A. The right to subject any and all portions of the property or lots to easements and contracts with electric, telephone, cable television, water and other utilities for the installation and maintenance of underground or over ground cables, wires, pipes or other necessary equipment for the installation and maintenance of utilities, any of which may require an initial payment and continuing monthly payments for the use thereof by the owners of the lots within Charter Ridge Subdivision.

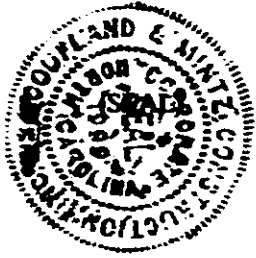
B. An easement over and across all of the common area designated on the subdivision map, the utility easements designated on the subdivision map, and any other streets, easements, rights-of-way or common areas, or other areas as shown on the said map for any reasonable use as needed by Declarant.

C. The right to place cable T.V. connection box on any property, and grant easement to the cable T.V. company to maintain the lines in connection boxes used to serve the subdivision with cable T.V.

D. The right to improve drainage in Charter Ridge Subdivision in any area, or on any lot, by going upon or over any lot in the subdivision and doing such actions, including but not limited to ditching or filling, as are reasonably necessary to accomplish adequate drainage in the subdivision.

11. **Assignment of Declarant's Rights and Obligations.** After the sale of the last lot in the subdivision, as expanded, the Declarant will assign to the homeowners all of the rights retained by Declarant. Declarant's obligations for maintenance and otherwise shall become obligations of the homeowners upon assignment of the developer rights and conveyance of the common area, if any, by Declarant to the homeowners. Rights transferred to the homeowners shall include, but not be limited to, developer rights for approval of construction or changes on lots, fence construction or changes, access rights, and all other rights set out in this Declaration.

IN WITNESS WHEREOF, the parties herof have hereunto set their hand and seals, or if corporate have caused this document to be executed by its duly authorized officers this the day and year first above written.



Coupland & Mintz Construction, Inc.

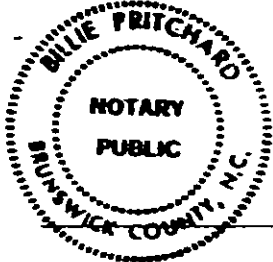
By: Howard W. Coupland, Jr.  
Howard W. Coupland, Jr., President



STATE OF NORTH CAROLINA

COUNTY OF ~~NEW HANOVER~~ BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that Howard W. Coupland, Jr. personally came before me this day and acknowledged that he is President of Coupland & Mintz Construction, 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 him as its President, and sealed with its corporate seal. Witness my hand and official stamp or seal, this 13th day of April, 2000.



Billie Pritchard  
Notary Public

My Commission Expires: 8/29/04

The foregoing Certificate(s) of

STATE OF NORTH CAROLINA  
New Hanover County

is/are certified to be correct. This instrument and in the Book and Page shown on t

The Foregoing/ Amended Certificate(s) of Billie Pritchard

e date and

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

MARY SUE OOTS, REGISTER OF DEEDS

This the 14 day of April, 2000  
Mary Sue Oots, Register of Deeds

BY: \_\_\_\_\_ D

by Shyllia Cox  
Deputy/Assistant