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J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

Return to: Carriage Crossing Inc., Po box 64223, Fayetteville, NC 28306

NORTH CAROLINA
CUMBERLAND COUNTY

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR GRAYS CREEK
VILLAS, PHASE 3**

THIS DECLARATION, made this the 1ST day of November, 2004, by Carriage Crossing, Inc., a North Carolina Corporation, with its principal place of business in Cumberland County, North Carolina, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Grays Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

Lots 5 through 18, inclusive, Lots 90 through 95, inclusive and Lot 55, of the GRAYS CREEK VILLAS, PHASE 3, Subdivision, Book of Plats 112, Page 124, Cumberland County Registry, prepared by Allen-Allen & Associates, PA, this being a "Zero Lot Line" Subdivision, and which lots as shown on said recorded plat are hereinafter referred to as the "Lots".

For title reference, see deed dated October 30, 2000, recorded in Book 5359, page 0098, Cumberland County Registry, from Rufus S. Johnson and wife, Jean S. Johnson, to Carriage Crossing, Inc.

NOW, THEREFORE, Developer hereby declares that all of the Lots 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 with the real property, and be binding on all parties

having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

USE RESTRICTIONS

Section 1. All of said Lots shall be used for residential lots to be used for residential purposes only, and shall not be used for any business or commercial purposes. Group family homes are prohibited.

Section 2. No dwelling shall be erected, altered, placed or permitted to remain on any of said Lots other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use of the lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure and will be erected and placed to the rear of the dwelling structure. All garages must be enclosed.

Section 3. No dwelling shall be erected or allowed to remain on any of the said Lots which shall contain a heated-area living space of less than one thousand one hundred (1100) square feet, of which not less than seven hundred (700) square feet shall be on the first or ground floor. Heated area living space shall mean the ordinary living space in a house, which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted.

Section 4. No building shall be located on any lot nearer to the front or rear lot lines or nearer to a side street line than the minimum building setback lines and dimensions as are set out in the R-10 Residential Zone of the Cumberland County Zoning Ordinance as of the date of recording of these restrictions. No building shall be located on any Lot nearer to a side lot line than the minimum sideline distance as set forth in the deed from Carriage Crossing, Inc. to the purchaser of the Lot (with a minimum in all events of five feet); and if no sideline distance is specified in such deed to purchaser, then the minimum side lot line distance shall be 5 feet. For the purpose of this covenant, eaves, steps, and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open fire escapes, outside stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

Section 5. (a) Prior to November 1, 2024, no building, fence, or other improvement shall be erected, placed, altered, or allowed to remain on any Lot until the construction plans and specifications and a plan showing the location of the structure, fencing and other improvements on the individual Lot have been approved by Carriage Crossing, Inc., or its designee, as to quality of workmanship and materials, harmony of external design with existing an proposed structures, and as to location with respect to topography and finished grade elevation.

(b) Prior to breaking ground for the initial construction of a dwelling house on any Lot prior to November 1, 2024, the owner of such Lot must submit construction plans and specifications and a plan showing the location of the structure, fencing and other improvements on the individual Lot to Carriage Crossing, Inc., or its designee, for architectural conformity and covenant approval. After the initial construction, and prior to November 1, 2024, the owner of any Lot prior to breaking ground for the building, fencing, or any other structure on any Lot, must submit plans therefore to Carriage Crossing, Inc., or its designee, for architectural conformity and covenant approval.

(c) In approving plans and specifications, Carriage Crossing, Inc. reserves unto itself, or its designee, the discretion to require that all structures on each Lot shall be uniform in color, which may be beige, white, gray or any variation of said colors that exteriors may be all or partially brick, that the control of colors includes colors of the main body and also trim and shutter colors. The change of any colors of residences or other improvements on any Lot shall require the approval of Carriage Crossing, Inc., or its designee.

Section 6. All structures on each Lot shall be of a type that is commonly known as "stick built".

Section 7. All driveways must be constructed of concrete. All lots will be properly graded and either seeded or sodden with shrubbery and bedding materials. All lots will have one tree a minimum of 12' tall planted in the front yard.

Section 8. No trailer, tent, shack, garage, barn, outbuilding or similar type temporary structure shall be placed, erected or allowed to remain on said property without the written consent of Developer. No structure of a temporary character may be used as a residence temporarily, permanently, or otherwise.

Section 9. No commercial, noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 10. The maintenance, keeping, boarding and/ or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited on any Lot. The keeping of not more than two (2) orderly domestic pets (dogs or cats) shall be permitted; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Lot upon ten (10) days written notice from Developer, or its designee. All pets shall be inoculated as required by law. No dangerous dogs, including, but not limited to, pit bulls, rottweilers, Dobermans and chows, shall be permitted on the premises of any Lot of this subdivision. Any dog pens or any fenced area housing a dog must be located behind the main structure and must be located within 30 feet of the main structure. No barns, stables or other outbuildings for the purpose of maintaining horses, hogs, or other livestock or poultry shall be permitted on any Lot.

Section 11. No automobile or motor vehicle may be dismantled or repaired on said property. No mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car shall be placed or allowed to remain on said property at

anytime. No commercial trucks, with the exception of not more than one full sized commercial pick up truck, shall be permitted to be parked on the premises except in the course of delivery, pick up, or discharge of a specific commercial duty. No tractor-trailer trucks may be parked on any street or in the yard of any Lot, except moving vans that are conducting business.

Section 12. In no case shall any fence be erected which shall extend closer to the street than the rear corner of a house. Fences installed prior to November 1, 2024, must be approved by Carriage Crossing, Inc. or its designee, pursuant to Section 5 of this Article I, and Carriage Crossing, Inc. or its designee, reserves the right to require that all fencing be of a vinyl material and uniform in color and size. Chain link fences on any Lot in this subdivision are prohibited.

Section 13. No mailbox and/or other objects can be placed on street right of way. A mailbox in a style as specified by Developer shall be required for each single-family dwelling.

Section 14. No radio tower or antenna of any nature shall be placed or allowed to remain on any Lot. No satellite dish antenna larger than eighteen (18) inches in diameter shall be placed or allowed to remain on any Lot. No permitted satellite dishes shall be installed in such a manner or location so as to be visible from the front of any Lot.

Section 15. No outside clotheslines shall be permitted on the premises.

Section 16. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on the property shall be: (1) Developer's signs identifying and promoting the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (4) square feet in area placed on a Lot as applying to that Lot.

Section 17. The right of way for streets as shown on the recorded plat shall not be used for any purpose other than ingress and egress and placement of one authorized mailbox on a breakaway pole for each Lot that is shown on the plat. Any shrubbery, edging, fencing, rocks, basketball goals or other objects placed in the right of way (the area between the front property corners and that actual pavement) may be removed by Developer without notice. Any trucks or other commercial vehicles left in a right of way overnight may be removed without notice and any towing charges shall be their responsibility of the owner or operator of such vehicle. The provisions of this Section 17 shall cease upon the acceptance of the streets by a public entity for public maintenance by that entity.

Section 18. No lot in the subdivision shall be partitioned, divided, or re-subdivided, except for the purpose of adding all or a portion of said lot to an adjacent lot, in which instance that portion of a lot that is added to an adjacent lot shall be and become merged into and a part of the lot to which it is added for all purposes as set forth in this Declaration. In such an instance, the outside boundaries of the combined property shall be deemed to constitute the front, side, and rear lines of a single lot for the purposes of the Restrictive Covenants. In no instance, however, shall any structure permitted by these Restrictive Covenants be placed upon property comprised on combined portions of

one or more lots unless the outside dimensions thereof are at least equal to the smallest lot depicted and described upon the recorded plat of the Subdivision.

Section 19. No improvements, wall, walk, edgings or other construction of any sort using brick, block or similar material used separately or in combination, may be placed or allowed to remain on any numbered lot unless laid with mortared joints by a professional bricklayer engaged in the business of laying brick or doing masonry construction work except by prior written approval of the developer. All outside foundations shall be of brick, with the exception of what may be underground. No residence or structure using exposed cinder block wall or asbestos siding shall be placed upon said property. All steps and porches shall be brick steps and concrete porches.

Section 20. Developer reserves the right to subject the Lots of this subdivision to a contract with the Fayetteville Public Works Commission or any other utility company approved by the North Carolina Utilities Commission for the installation of underground electric cables and/or the installation of street lighting, either or both of which will require an initial payment and/or a continuing monthly payment to the provider of electric service by each residential customer having service in the subdivision, and which charge will be included in the regular bill for residential electric service. All owners of Lots, or their tenants, shall be responsible for the payment of all monthly fees and other associated costs, including maintenance, arising from said streetlights to the PWC or Membership Corporation or any other applicable utility company.

Section 21. All areas indicated as streets and easements on the plat recorded in Plat Book 112, page 124, Cumberland County Registry, are hereby dedicated to public use for such uses forever. Easements for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plat; and, additionally, Developer reserves a five (5;) foot drainage easement on all side and rear lot lines of all numbered Lots in the subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water.

Section 22. Notwithstanding the foregoing provisions requiring residential use of the Lots in this subdivision, Developer and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities; and Developer, and its successors in title, may devote any lot or portion thereof, not already sold, or once sold but later reacquired by Developer, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Developer.

Section 23. It is understood and agreed that these restrictions are made for the mutual benefit of Developer and grantees of Developer, and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same.

ARTICLE II

GENERAL PROVISIONS

Section 1. ENFORCEMENT. Developer or the owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of each Lot and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from November 1, 2004, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by the Owners of not less than fifty (50%) percent of the Lots and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or the subsequent ten (10) years term during which the specific termination instrument is recorded.

While Developer remains as the owner or holds a purchase money deed of trust on) one or more Lots of this subdivision, the covenants and restrictions of the Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all Lots, or with respect to one or more specific Lots, by an instrument executed by Carriage Crossing, Inc. and recorded. After Carriage Crossing, Inc. is no longer the owner of (nor holds a purchase money deed of trust on) any Lot or Lots within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all Lots, or with respect to one or more specific Lots, by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the Lots and recorded.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and all applicable sections of the Cumberland County Zoning Ordinances, all of which are incorporated by reference. In the event of any conflict between the Statute and Ordinances cited, then the Statute shall control.

IN WITNESS WHEREOF, Carriage Crossing, Inc. has caused this instrument to be executed in its corporate name the day and year first above written.

(Corporate Seal)

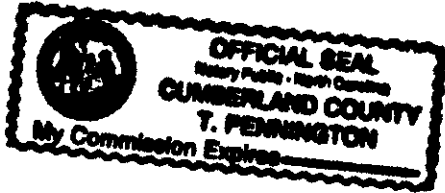
CARRIAGE CROSSING, INC.

By: Terri J. Hart
Terri J. Hart, President

NORTH CAROLINA
CUMBERLAND COUNTY

I, T. Pennington, a Notary public of said County and State, certify that Terri J. Hart personally came before me this day and acknowledged that she is President of Carriage Crossing, Inc., a corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial stamp or seal, this 1st day of November 2004.



T. Pennington
T. Pennington, Notary Public

My Commission Expires: September 24, 2005

The foregoing Certificate(s) of T. Pennington

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By J. Lee Warren, Jr. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant - Register of Deeds