Prepared by Thomas W. King, Attorney at Law, Rocky Mount, NC

PRESENTED FOR REGISTRATION
SEP 7 11 59 AM '84
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

NORTH CAROLINA
WAKE COUNTY

# DECLARATION OF PROTECTIVE COVENANTS AUTUMN HILL SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS of that residential area known as Autumn Hill Subdivision is made this 5th day of September, 1984 by GARRY C. GARDNER AND WIFE, SUE F. GARDNER of Nash County, North Carolina (hereinafter referred to as "Developers");

W I T N E S S E T H:

That Developers do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the real estate hereinafter described that the said real estate and appurtenances located thereon are hereby subjected to the restrictions as to the use and occupancy thereof by whomsoever owned. The real estate which is hereby subjected to the restrictions hereinafter set out is described as follows:

> Being Lots 1 through 5, inclusive, Block A, Lots 1 and 2, Block B and Lots 1 through 10, inclusive, Block C, all as shown on plat of survey entitled "Autumn Hill Subdivision, Neuse Twp., Wake Co., N.C." prepared by A. R. Barnes, R.L.S., Apex, N.C., recorded in Map Book 1984, Page 1266, Wake County Registry (hereinafter referred to as "Autumn Hill Subdivision").

The above-described lots are hereby subjected to the following restrictions as to the use and occupancy thereof:

1. No lot shall be used except for residential purposes, provided, however, that Developers reserve unto themselves a strip of land twenty-five feet in width on either side of the dividing line of Lots 8 and 9, Block C, of Autumn Hill Subdivision as shown on Map as aforesaid for the establishment of a street with a total right of way footage of fifty feet in width to provide ingress and egress to adjoining properties.

2. The heated floor area of any dwelling erected upon a lot shall, exclusive of porches and garages, contain not less than 1,800 square feet for a one story dwelling, not less than 1500 square feet on the ground floor for a one and one-half story dwelling, and not less than 2200 square feet for a two-story dwelling.

3. No building, fence, antenna, patio roof, patio awning, tool shed, storage unit, workshed, doghouse or other structure shall be commenced, erected, placed or maintained upon any lot until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted in writing to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to the general tone of development of Autumn Hill Subdivision. The plans and specifications so submitted and the finished construction shall provide for a Williamsburg or traditional style or design and shall further

provide for a two-car garage and concrete driveway extending from the street to the two-car garage above provided for.

4. No fence shall be erected on any lot without the prior written approval as to height, location, types of material and design by the Architectural Control Committee.

5. No outside clotheslines shall be permitted nor shall any signs of any kind be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property or properties.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept, provided they are not raised, bred or kept for commercial purposes. Any property owner keeping a household dog, cat or other pet shall be at all times held strictly responsible for keeping said pet within his own yard or properly leashed and curbed at all times.

8. Property owners shall neither maintain nor permit any type of motor vehicle or other machinery that produces excessively loud noises.

9. Property owners shall not permit any abandoned automobiles or other types of vehicles to be placed upon their lots, in their driveways or on streets adjoining their lots.

10. Garbage and all other wastes shall be kept in sanitary containers at all times and placed for collection as prescribed by Wake County, North Carolina, or any other agency exercising control over sanitary containers. All cans or other equipment used for the storage or disposal of garbage shall be kept in clean and sanitary condition and shall be kept in an area not generally visible from streets or adjoining lots.

11. No property owner shall conduct, or permit to be conducted upon his property, a yardsale. Nor shall property owners be permitted to maintain automobiles in their yards, driveways or in streets adjoining their lot with "For Sale" signs thereon.

12. No trade materials or inventory will be stored on any lot in Autumn Hill Subdivision and no trucks in excess of three-quarter ton, boats, trailers, campers, motor homes or tractors shall be parked overnight on any of said lots or on the streets adjoining said lots.

13. Each lot owner shall keep his yard free of tall grass and weeds, unsightly undergrowth, dead trees, trash, rubbish and shall keep said yard properly maintained so as to present a pleasing appearance.

14. Developers do hereby give unto the Architectural Control Committee the right to approve or disapprove any

proposed dwelling or other structure named in Paragraph 3 hereof to be erected upon the premises and no building shall be erected until the building plans and specifications have been approved in writing as to the harmony of external design and materials with existing structures in Autumn Hill Subdivision. If such approval or disapproval is not made within thirty days after said plans and specifications have been submitted, then the provisions of this covenant shall be deemed to be satisfied.

15. No building shall be constructed or located on any lot otherwise than in compliance with applicable rules, regulations, laws and ordinances of Wake County, North Carolina or any other governmental unit or agency exercising authority thereover. Any violation of the applicable front, side and rear setback line requirements by less than 10% of the minimum distance (hereinafter referred to as a "deminimus violation") shall be deemed waived upon recordation in the Wake County Registry of an instrument executed by Developers, its successors or assigns, waiving such violation. In the event Developers own no property within the subject subdivision at the time the deminimus violation is discovered, the owners of the adjacent lots may waive such violation by entry into and recordation of an instrument as set forth above.

16. In the event of a violation or breach of any of these restrictions by any person, firm or corporation, the owner of any numbered lot in Autumn Hill Subdivision shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any one of them. The failure to enforce any right, reservation, restriction or condition contained herein however long continued shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof and they shall remain in full force and effect.

17. The covenants and restrictions herein contained shall run with and bind the land and shall be enforceable as previously provided and shall inure to the benefit of the owner of any lot subject to these restrictions, their respective legal representative, heirs, successors and assigns for a term of thirty years from the date hereof. After thirty years, these covenants and restrictions shall be automatically extended for successive periods of ten years. The covenants and restrictions of this declaration may be amended after thirty years from the date hereof by an instrument signed by not less seventy-five percent of the lot owners of Autumn Hill Subdivision. All amendments must be duly filed for record in

the office of the Wake County Register of Deeds. Developers reserve unto themselves in order the facilitate the protection of property interests in Autumn Hill Subdivision and to preserve the character and atmosphere thereof the right to modify and amend the provisions of these protective covenants. Such modification or amendment may be accomplished by recordation of an instrument stating such modification or amendment in the deed conveying the lot or lots affected thereby; provided, however, that no such modification or change may reduce the original minimum square footage requirements of heated floor space.

18. The purpose of these protective covenants is to insure the use of Autumn Hill Subdivision for attractive residential purposes only; to protect the owners of the building sites against such improper use of surrounding building lots as will depreciate the value of the property of each; to preserve the natural beauty of said property; to prevent nuisances; to prevent the impairment of the attractiveness of the property; and to maintain the desired tone of Autumn Hill Subdivision and thereby to secure to each property owner the full benefit and enjoyment of his home with no greater restriction on the free and undisturbed use of his property than is necessary to insure the same advantages to the other property owners.

19. The Architectural Control Committee as herein referred to shall consist of two or more persons chosen by Developers and the names of the individuals comprising said committee shall be available at the offices of Garry C. Gardner, Inc., 450 S. Wesleyan Boulevard, Rocky Mount, North Carolina 27801, or 4208 Six Forks Road, North Hills Office Mall, Suite 241, Raleigh, North Carolina 27609.

IN TESTIMONY WHEREOF, Garry C. Gardner and wife, Sue F. Gardner, have caused this instrument to be executed this the day and year first above written.

Garry C. Gardner (SEAL)

Sue F. Gardner (SEAL)

NORTH CAROLINA

NASH COUNTY

I, Gloria Mumbower, Notary Public, do hereby certify that Garry C. Gardner and wife, Sue F. Gardner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 5th day of September, 1984.

Gloria Mumbower
Notary Public

My Commission Expires: 5-15-85

(Seal)

GLORIA MUMBOWER NOTARY PUBLIC NASH COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ____ of Gloria Mumbower

Notary(ies) Public 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.

KENNETH C. WILKINS, Register of Deeds

By Gladys C. Smith
Asst./Deputy Register of Deeds