

BOOK 1367 PAGE 004

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PITT COUNTY, N.C.

PREPARED BY: HORNE & HORNE, PLLC

File

NORTH CAROLINA

RESTRICTIVE COVENANTS

PITT COUNTY

THIS DECLARATION, made on the date hereinafter set forth by LEON RAYMOND HARDEE AND WIFE LINDA I. HARDEE, individual persons resident in Pitt County, North Carolina, hereinafter referred to as "Declarant"; and, PROSPECTIVE PURCHASERS of lots in Autumn Lakes, a residential subdivision located in Grimesland Township, Pitt County, North Carolina, hereinafter referred to as "Owners"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Grimesland Township, Pitt County, North Carolina, which is more particularly described as follows:

Lying and being in Grimesland Township, Pitt County, North Carolina and being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, of Autumn Lakes, Phase One as shown on that map prepared by Stroud Engineering, P.A. which appears of record in Map Book 58, Pages 63 and 63A of the Pitt County Registry.

WHEREAS, Declarant is the owner of all that tract of real property located in Grimesland Township, Pitt County, North Carolina, more particularly shown on that certain map or plat entitled "Autumn Lakes, Phase One" prepared by Stroud Engineering, P.A. which appears of record in Map Book 58, Pages 63 and 64 in the office of the Register of Deeds of Pitt County, North Carolina; reference to which recorded map being hereby specifically made; and,

WHEREAS, Declarant proposes to sell and convey Lots 1 through 18, inclusive, as shown of the aforesaid plat to be used for residential purposes and to develop said Lots and additional property within the Development Area which may be added to the development by the Declarant to be developed into a well planned community by the Declarant; and

WHEREAS, Declarant, prior to selling and conveying the aforesaid residential Lots, desires to impose upon such Lots certain mutual and beneficial restrictions, covenants, conditions and charges

See Instrument Recorded
in Book 1883 Page 209

(hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential Lots in the subdivision in order to promote the best interest and protect the investments of Declarant and Owners;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, subdivided, 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

Section 1: "Articles" means the Articles of Incorporation of Autumn Lakes Homeowners Associations, Inc.

Section 2: "Association" shall mean and refer to Autumn Lakes Homeowners Association, Inc. its successors and assigns.

Section 3: "By-Laws" means the Bylaws of Autumn Lakes Homeowners Association, Inc.

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association to be reserved to the Association at the time of the conveyance of the first lot, upon which all Owners, their family members, guests and invitees shall have a non-exclusive easement of access to and use of said Common Area for their enjoyment, said easement being hereby granted to said Owners, their successors, heirs and assigns as an appurtenance to the ownership of their respective lots in the Subdivision.

Section 5: "Declarant" shall mean and refer to Leon Raymond Hardee and wife Linda I. Hardee, their heirs and assigns, if such heirs or assigns should acquire more than eight undeveloped Lots from the Declarant for the purpose of development.

Section 6: "Dedication" means the act of committing a portion of the Subdivision to the purposes of this Declaration.

Section 7: "Development Area" means additional real property which may be incorporated by Declarant into the Subdivision subject to this Declaration as described on Exhibit "B" attached hereto.

Section 8: "Lot" means a separately numbered tract of land lying within the Subdivision and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed to the Declarant and owned in fee the by Grantee thereof, and held for such uses as are consistent with this

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Declaration and the Restrictions covering the area wherein the tract is located. No tract of land shall be come a "Lot" as that word is used herein until the area on which the same is located is "dedicated."

Section 9: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10: "Subdivision" means the property shown on the map entitled "Autumn Lakes, Phase One" and any additional property within the Development Area which has been or may be dedicated pursuant to this Declaration.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

Section 1: A Corporation named Autumn Lakes Homeowners Association, Inc. has been formed pursuant to the requirements of the Nonprofit Corporation Act as set out in the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, protect and operate the Common Area; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owner's use and occupation of Lots.

Section 2: Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2: Declaration of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot

which is subject to assessment.

Section 2: The Association shall have two classes of voting membership.

Class A. Class A membership shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as then determined, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned, and notwithstanding any other provisions herein, shall not be assessed at any rate. Class B membership shall cease and be converted to the Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, and in all events no later than July 1, 2006.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges for all common area and the roads, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time of the assessment. Such assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, road maintenance and operation, the cost of repairs, replacements and additions, the cost of labor, equipment, materials management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment

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of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Basis and Maximum of Annual Assessments. No assessments shall be made on any lot until the platted lot shall have been conveyed by deed. The maximum annual assessment shall be \$150.00 per originally platted lot. In addition to the maximum annual assessment, the common costs of the operation and maintenance of the roads shall be assessed to each lot owner on an equal basis.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington D.C.) from the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members, and for each succeeding period of two (2) years thereafter, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix an annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Except as provided for Class B members, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen per cent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Exempt Property. All property dedicated to and accepted by, a local authority

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and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL REVIEW AND ARCHITECTURAL REVIEW COMMITTEE

Section 1: The Board of Directors shall establish an Architectural Review Committee (hereinafter referred to as the "Committee) which shall be composed of three (3) members. The Board of Directors shall have the right to appoint and remove, at any time and without cause, one (1) member. Developer shall have the right to appoint and remove two (2) members of the Committee so long as Declarant owns any Lots within the Subdivision or any property within the Development Area. At such time as Declarant ceases to own any Lot within the Subdivision or other property within the Development Area, or upon notification by Declarant to the Board of Directors that it does not desire to continue to appoint two (2) members of the Committee, all three (3) members shall be appointed or removed, at any time and without cause, by the Board of Directors. The Committee will have the following powers and duties:

Section 2: No building, fence, wall, monument, or other structure shall be erected, placed or altered on any residential lot, nor shall the grade or elevation or physical characteristics including but not limited to slopes, ridges, and tree growth, of any such lot or portion thereof, be altered in any way until the proposed building plans, specifications, exterior colors and finishes, site, grading, and landscaping plans, and construction schedule shall have been approved in writing by the Committee.

Section 3: The Committee shall have exclusive jurisdiction over all original and added construction and landscaping on any Lot and later changes or additions after the initial approval thereof together with any modifications, additions or alterations subsequently to be constructed on any Lot or made to any improvements initially approved. The Committee shall prepare and, on behalf on the Board of Directors, shall promulgate architectural standards guidelines ("guidelines") and application and review procedures ("procedures"). The guidelines and procedures shall be those of the Corporation and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures. The Committee shall make the guidelines and procedures available to owners, builders, contractors and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.

Section 4: The Committee shall have the absolute and exclusive right to disapprove any

plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions or these Restrictions and the guidelines; if the design, color scheme or location upon the Lot or Lots of the proposed improvements are not in harmony with the general surrounding or adjacent structures; if the plans or specifications or detail, or any part thereof, to the contrary to the best interests, welfare or rights of all or any part of the real property subject to this Declaration or the owners thereof.

Section 5: The Committee shall approve or disapprove plans, specifications and detail submitted in accordance with the procedures within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. Provided, however, that plans, specification and details revised in accordance with Committee recommendations may be resubmitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purpose of this Article, shall be deemed to have been given by the Committee.

Section 6: The Committee, or its agent, shall have the right to inspect all construction to insure that it is performed in strict accordance with the approval plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specification and details, the Committee shall issue a certificate of completion to the owner.

Section 7: No construction as defined herein nor any construction of any major improvements may be commenced or continued upon any Lot by any person, builder, contractor, developer or legal entity (all collectively referred to as "contractor") unless and until said contractor obtains the prior written approval of the Committee. For the purpose of this Article "major improvement" shall be defined as any improvement or structure, above or below ground, which is added to the original structure submitted for approval, including but not limited to buildings, outbuildings, driveways, fences, walls, garages, storage sheds, gardens and pools. The Committee shall prepare and, on behalf of the Board of Director, shall promulgate standards and application and review procedures pertaining to granting approved contractor status to contractors so applying. The standards and application and review procedures shall be those of the Corporation and the Committee shall have the sole and full authority to prepare and to amend the standards and application and review procedures. The Committee shall make the standards and application and review procedures available to owners, builders, contractors and developers who seek to engage in construction upon the Lots.

The Committee shall approve or disapprove applications submitted by contractors within thirty

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(30) days from the receipt to the application and the decisions of the Committee shall be final. In the event that the Committee fails to approve or disapprove an application submitted by a contractor within (30) days after submission of the same to the Committee, approval, for the purpose of this Article, shall be deemed to have been given by the Committee.

Section 8: Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or permitted appurtenant structures, or to paint the interior of the same any color desired.

Section 9: Neither Declarant nor the Committee nor the Board of Directors or any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

Section 10: The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof. The requirements of this Article shall not apply to the Declarant with regard to original erection or construction of a dwelling or other improvements on a Lot.

ARTICLE VI

RESTRICTIONS ON USE AND OCCUPANCY

Section 1: No Lot shall be used except for single family residential purposes. Specifically no shop industries or other commercial activity or use of any kinds is permitted. No structure shall be erected, placed or permitted to remain on a numbered Lot other than one (1) detached, single family residence dwelling of not more than three (3) stories in height and such outbuilding as are usually accessory to a single family residence dwelling, including a private enclosed garage with space for not more than three (3) automobiles. Any outbuilding shall be the same design and style as the primary residence and shall be built of the same materials as the primary residence. A guest apartment or guest facility may be included as part of the main detached single-family dwelling or accessory building so long as it is not used for remunerative purposes. Unenclosed carports or similar unenclosed storage structures shall not be erected, placed or permitted to remain on any Lot.

The Declarant may construct and maintain dwelling for use as model homes so long as the Declarant owns any property within the Subdivision within any Development Area dedicated pursuant to the provisions of this Declaration.

Section 2: Dwelling Size.

1. Any one-story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

2. Any one and one-half story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 1,500 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

3. Any two or three story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 1,500 square feet, outside measurements of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

Section 3: All dwelling and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of exposed concrete blocks. No "shell home", "manufactured home", "prefabricated home" as the term is generally understood at this time in this area, shall be erected or allowed to remain on any of said Lots. Any residence built on any lot shall be "stick built" except that pre-fabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized in a residence built on any lot. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surface of the dwelling located on said Lot. All buildings, of any type whatsoever, which shall be located on the property, shall be constructed with a brick veneer or stucco type finish. Up to 20 percent of the outside surface, for gables, eaves, etc., may be covered by vinyl siding. No metal storage shed, garage, automobile cover or barn shall be located on any Lot.

Section 4: No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. In the event the recorded plat of the subdivision fails to show or delineate a minimum building line for that portion of a lot adjacent to a street or road, the said minimum building line shall be seventy-five (75) feet. No building shall be erected or permitted to remain nearer than ten (10) feet to any sideline or nearer than forty (40) feet to the rear line of any Lot. It is provided, however, that eaves, steps, stoops and chimneys shall not be considered a part of the building for the purposes of interpreting this paragraph of this

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Declaration. An error in the placement of structures in an amount less than ten percent (10%) of the setback requirements in questions shall not be violation of this Declaration or of the provisions of the recorded plat.

An owner of a Lot and a portion or all of an adjoining and contiguous Lot or Lots may not construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Lots unless he has the express written permission of the Committee.

Section 5: No mobile homes, trailers, tents, campers, outbuilding or other structures of temporary character shall be placed on any lot at any time. This prohibition does not apply to shelters used by the contractor during the construction of the main dwelling house. No such mobile homes, trailers, tents, campers, outbuildings or other structures or temporary character shall be used at any time as a residence either temporarily or permanently. No bicycle or skateboard ramps may be placed on any Lot.

Section 6: All Lots, whether occupied or unoccupied, shall be well maintained and kept free of rubbish and debris. Rubbish, trash, debris, garbage and other waste must be kept only in sanitary containers which are in a screened area not generally visible from the road. All containers, or other equipment for storage of disposal of such waste materials shall be kept in a clean and sanitary condition and shall be disposed of on a regular basis. Burning of trash or debris is not permitted. All lawns must be kept neat and clean and no grass shall be allowed to grow more than six inches high.

Section 7: No stripped, partially wrecked, or junked motor vehicles, or part thereof, shall be permitted to be parked or kept on any Lot. Any motor vehicle shall be capable in a condition that is capable of being used on a daily basis. No vehicles of any type shall be parked on any street in the subdivision except as may be occasioned by social or family gatherings held by Lot Owners. All motor vehicles, boats, boat trailers, or other like trailers, of any type kept on any Lot shall have current registration and inspection certificates and shall be kept as not to be visible to other Lot owners or to users of the streets and Community Use Areas. No large vehicles such as school buses or trucks for commercial or non-profit use may be parked or permitted to remain on any Lot.

Section 8: No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle as has been designated by the Committee in the Architectural Guidelines and Review Procedures Handbook.

Section 9: No horses, swine, sheep, goats, mules, poultry or animals of any kind shall be

raised, bred or kept on any Lot, except that dogs, cats or other household pets in a reasonable number may be kept provided they are not kept, bred or maintained for commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage, to other Lot owners or to the neighborhood. When outside, any pet must be kept controlled by a leash. Under no circumstances shall more than one dog, which must not exceed thirty pounds, or one cat be kept on any lot, except two dogs or cats may be kept if the total weight of the two animals does not exceed sixty pounds. Pets may not be kept outside in any manner on any Lot.

Section 10: No noxious or offensive trade of activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

Section 11: The construction, style, design and location of fences shall require approval of the Committee as provided in Article V hereof. In any event, no chain link or cyclone fences are permitted except in cases of extreme hardship and with written consent of the Committee. No fence, wall, hedge or shrub shall obstruct sight lines within 25 feet of an intersection.

Section 12: No Lot shall be subdivided by an Owner except by Declarant's written permission.

Section 13: During construction on any Lot, all vehicles involved in construction, including those delivering supplies, must enter the Lot on a driveway only approved by the Board so as not to damage unnecessarily the trees and street paving. Lot Owners shall insure that their builder will keep the particular residence project, garage and building site in as clean a manner as reasonably possible under construction conditions. All building debris, stumps and trees must be removed from each building site by the builder as often as necessary to keep the house and lot in as attractive appearance as reasonably possible under construction conditions. In any event, such debris, stumps and trees must be removed from the Lot at the rate of a minimum of once per week, preferably on Fridays. Such debris, stumps and trees will not be dumped at any location within the subdivision or Development Area. Any damage to roads, jogging paths, underground buried cables, Community Use Areas, or other property owned by others caused by any Owner, any Owner's contractor or other parties providing labor or services to the Owner shall be the responsibility of Owner and upon notice by the Association or Developer shall be repaired immediately at the Owner's expense. If Owner fails to make such repairs upon demand, the Corporation shall at its option have the right to have such repairs made and cost of same levied against Owner as a special assessment in accordance with the provisions of these

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Declarations. Declarant reserves the right to assess a \$100.00 cleaning charge to any lot owner for failure to comply with this provision. Declarant shall have the right to file a lien for all sums assessed hereunder in the office of the Clerk of Court of Pitt County and to enforce said lien pursuant to the provisions of N.C.G.S. ~44A. for any violation of this Section.

Section 14: All main dwellings must be completed within eighteen (18) month after commencement of construction, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamitous. Landscaping for an Owner's Lot must be completely installed within three (3) months of occupancy or issuance of a certificate or occupancy by the appropriate authorities, whichever first occurs.

Section 15: Clotheslines and drying yards are not permitted on any Lot.

Section 16: All signs, such as builder's signs, realtor's signs and other such signs must have prior approval from the Board of Directors before being permitted on any Lot. Such permitted signs shall be placed in the approximate center of the Lot and ten (10) feet from the road curb. No such sign shall be nailed to a tree.

Section 17: No fuel tanks or similar storage receptacles may be kept on any Lot so as to be visible to other Lot or to users of the Community Area. Underground storage tanks must be approved by the Committee.

Section 18: No garages shall be constructed so as to open facing any street. Further, all driveways shall be made of asphalt, tile, brick, decorative concrete, stone materials or other substances as the Committee shall approve in writing. Gravel and dirt driveways are not permitted.

Section 19: No outside radio, television antennae, satellite dishes or other comparable communication device having a size larger than eighteen (18) inches in diameter may be located on any lot, further any such satellite dish or comparable communication device shall be placed so as to not be visible from the front of the Lot.

Section 20: To maintain the natural beauty of Autumn Lakes Subdivision, all trees larger than four (4) inches in diameter must remain standing unless the removal of same is expressly approved by the Committee. Trees subject to disease may be cut, provided the Committee has given its approval. Notwithstanding these provisions, trees located on any residence site, septic tank or driveway site may be removed by Lot Owner or Lot Owner's builder without prior Committee approval.

Section 21: No individual water supply system shall be permitted on any Lot except a non-portable lawn irrigation system not connected to any building. A shallow well may be dug or

constructed for this purpose after gaining prior approval from the Committee. Further, no owner may construct a lake or pond on his Lot without the prior written permission of the Committee. Lake or pond approved and permitted by the Committee will remain under the control of the Corporation for purpose of maintenance and control over water level. No lot owner may irrigate their lawn with water drawn from any pond.

Section 22: There shall be no discharging of guns, pistols, or any other firearm of any kind, caliber, type or method or propulsion; and no animal hunting is permitted within the Subdivision perimeter or the Development Area.

Section 23: No above ground swimming pools shall be located on any Lot. Any below ground swimming pool must be screened by a privacy fence which shall be approved by the Architectural Committee.

Section 24: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of five feet in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of ten feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line. There is reserved herein, a five foot easement for the benefit of and to be conveyed to the Association, along all lot lines abutting the outside property lines of Autumn Lakes Subdivision for the purpose of constructing and maintaining a privacy fence owned by the Association.

Section 25: If a garage is constructed on any property, it may not be later converted into heated or unheated living space or otherwise permanently closed in any manner. Garage doors must remain closed except when garage is in use.

Section 26: No motorized boats, jet skis or powered vehicles are allowed in any of the lakes.

Section 27: If a bulkhead is constructed, it must be constructed with salt treated wood and approved by the Architectural Committee.

Section 28: Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or who may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities Commission or the City of Greenville, North Carolina, the monthly rate per lot (plus applicable

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North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the Utility Regulations of Greenville, Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the subdivision is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. Any and all mercury vapor or sodium vapor lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission.

ARTICLE VII

WAIVER

No provision contained in these Restrictions, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, abrogated by reason of failure to enforce them on the part of any Person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE VIII

VARIANCES

The Board of Directors and the Committee in their sole discretion may allow reasonable variances and adjustments to these Restrictions in order to alleviate practical difficulties and hardships in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lot owned in fee by various persons with each such Owner having an easement upon areas owned by the Corporation. To be effective, a variance hereunder shall be recorded in the Pitt County Register of Deeds Office; shall be executed on behalf of the Corporation; and shall refer specifically to this Declaration.

ARTICLE IX

DURATION, AMENDMENT AND TERMINATION

Section 1: The Covenants and Restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which shall automatically extended for successive periods of five (5) years. This Declaration may be amended in full or part during the first fifty (50) year period by an instrument signed by not less than ninety percent (90%) of Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay Community Expenses to benefit the Community Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved herein by Developer. To be effective any amendment must be recorded in the Office

of the Register of Deed of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

Section 2: Invalidation of any one of these covenants or Restrictions by judgement of court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE X

CAPTIONS

The captions preceding the various Article of these Restrictions are for the convenience fo reference only, and shall not be used as an aid in interpretation or construction of these Restrictions As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and the feminine.

ARTICLE XI

ASSIGNABILITY OF RIGHTS AND LIABILITIES

Developer shall have the right to sell, lease, transfer, assign, license, and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Developer in no way shall be liable or responsible to any party with respect to this Declaration.

ARTICLE XII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the lots.

ARTICLE XIII

GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now

BOOK 1367 PAGE 020

or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions 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: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 4: Annexation. Additional residential property and Common Area may be annexed to the Properties within fifteen years from the recordation of this instrument in the Pitt County Registry. The property which may be added is more particularly described as follows:

That certain property as described in those deeds recorded in the Pitt County Registry in Deed Book G50, Page 41, Deed Book 134, Page 580, Deed Book 134, Page 598, Deed Book 288, Page 132, Deed Book 1014, Page 101, Deed Book 1024, Page 309 and Deed Book 1259, Page 282.

IN WITNESS WHEREOF, Leon Raymond Hardee and Linda I. Hardee, the Declarant, have set their hand and seal hereto and adopted the word "SEAL" appearing after their name as their own, this the 30th day of September, 2002.

Leon Raymond Hardee (SEAL)
LEON RAYMOND HARDEE

Linda I. Hardee (SEAL)
LINDA I. HARDEE

NORTH CAROLINA
COUNTY OF PITT

I, Stephen F. Horne, II, a Notary Public of the aforesaid County and State do hereby certify that Leon Raymond Hardee and wife Linda I. Hardee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 30th day of September, 2002.

Stephen F. Horne, II
NOTARY PUBLIC




My Commission Expires: July 4, 2004
public/wpdocs/relest/restcovs/autumn.cov

NORTH CAROLINA: PITT COUNTY

The foregoing certificate(s) of Stephen F. Horne II
Notary (ies) Public is
(are) certified to be correct. Filed for registration at 9:47 o'clock A M. this
1 day of October, 2002.

JUDY J. TART, REGISTER OF DEEDS

BY: Judy J. Tart
Assistant/Chief Deputy Register of Deeds


 Doc ID: 00058770008 Type: CRP
 Recorded: 06/14/2006 at 01:40:23 PM
 Fee Amt: \$35.00 Page 1 of 8
 Pitt County, NC
 Judy J. Tart Register of Deeds
BK 2133 PG 723-730

File

PREPARED BY: HORNE & HORNE, PLLC

NORTH CAROLINA

RESTRICTIVE COVENANTS

PITT COUNTY

THIS DECLARATION, made on the date hereinafter set forth by LEON RAYMOND HARDEE AND WIFE LINDA I. HARDEE, individual persons resident in Pitt County, North Carolina, hereinafter referred to as "Declarant"; and, PROSPECTIVE PURCHASERS of lots in Autumn Lakes, Phase Two, Section One, a residential subdivision located in Grimesland Township, Pitt County, North Carolina, hereinafter referred to as "Owners"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Grimesland Township, Pitt County, North Carolina, which is more particularly described as follows:

Lying and being in Grimesland Township, Pitt County, North Carolina and being all of Lots 21, 22, 23, 24 and 25 of Autumn Lakes, Phase Two, Section One as shown on that map which appears of record in Map Book 65, Page 13 of the Pitt County Registry.

WHEREAS, Declarant is the owner of all that tract of real property located in Grimesland Township, Pitt County, North Carolina, more particularly shown on that certain map or plat entitled "Autumn Lakes, Phase Two, Section One" prepared by Stroud Engineering, P.A. which appears of record in Map Book 65, Page 13 in the office of the Register of Deeds of Pitt County, North Carolina; reference to which recorded map being hereby specifically made; and,

WHEREAS, Declarant proposes to sell and convey Lots 21 through 25, inclusive, as shown of the aforesaid plat to be used for residential purposes and to develop said Lots and additional property within the Development Area which may be added to the development by the Declarant to be developed into a well planned community by the Declarant; and

WHEREAS, Declarant, prior to selling and conveying the aforesaid residential Lots, desires to impose upon such Lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential Lots in the

subdivision in order to promote the best interest and protect the investments of Declarant and Owners;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, subdivided, 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.

Section 1: No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, dwelling units, outbuildings, fences or walls, signs or other structures shall be undertaken upon any lot in this subdivision without the prior approval of Declarant or its successors or designees. It is the intent of the parties that all exteriors of the structures shall be harmonious with all of the other structures in Autumn Lakes Subdivision. All building plans or specifications showing the exterior materials being used and exterior paint scheme of the proposed improvements or outbuildings shall be submitted and approved by the Declarant or its successors or designees. Such approval in all events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to the Declarant, its successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved.

Section 2: No Lot shall be used except for single family residential purposes. Specifically no shop industries or other commercial activity or use of any kinds is permitted. No structure shall be erected, placed or permitted to remain on a numbered Lot other than one (1) detached, single family residence dwelling of not more than three (3) stories in height and such outbuilding as are usually accessory to a single family residence dwelling, including a private enclosed garage with space for not more than three (3) automobiles. Any outbuilding shall be the same design and style as the primary residence and shall be built of the same materials as the primary residence. A guest apartment or guest facility may be included as part of the main detached single-family dwelling or accessory building so long as it is not used for remunerative purposes. Unenclosed carports or similar unenclosed storage structures shall not be erected, placed or permitted to remain on any Lot.

The Declarant may construct and maintain dwelling for use as model homes so long as the Declarant owns any property within the Subdivision within any Development Area dedicated pursuant to the provisions of this Declaration.

Section 3: Dwelling Size.

1. Any one-story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

2. Any one and one-half story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 1,500 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

3. Any two or three story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 1,500 square feet, outside measurements of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

Section 4: All dwelling and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of exposed concrete blocks. No "shell home", "manufactured home", "prefabricated home" "as the term is generally understood at this time in this area, shall be erected or allowed to remain on any of said Lots. Any residence built on any lot shall be "stick built" except that pre-fabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized in a residence built on any lot. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surface of the dwelling located on said Lot. All buildings, of any type whatsoever, which shall be located on the property, shall be constructed with a brick veneer, stone or stucco type finish. Up to 20 percent of the outside surface, for gables, eaves, etc., may be covered by vinyl siding. No metal storage shed, garage, automobile cover or barn shall be located on any Lot.

Section 5: No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. It is provided, however, that eaves, steps, stoops and chimneys shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent (10%) of the setback requirements in questions shall not be violation of this Declaration or of the provisions of the recorded plat.

An owner of a Lot and a portion or all of an adjoining and contiguous Lot or Lots may not construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Lots unless he has the express written permission of the Committee.

Section 6: No mobile homes, trailers, tents, campers, outbuilding or other structures of temporary character shall be placed on any lot at any time. This prohibition does not apply to shelters used by the contractor during the construction of the main dwelling house. No such mobile homes, trailers, tents, campers, outbuildings or other structures or temporary character shall be used at any time as a residence either temporarily or permanently. No bicycle or skateboard ramps may be placed on any Lot.

Section 7: All Lots, whether occupied or unoccupied, shall be well maintained and kept free of rubbish and debris. Rubbish, trash, debris, garbage and other waste must be kept only in sanitary containers which are in a screened area not generally visible from the road. All containers, or other equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be disposed of on a regular basis. Burning of trash or debris is not permitted. All lawns must be kept neat and clean and no grass shall be allowed to grow more than six inches high.

Section 8: No stripped, partially wrecked, or junked motor vehicles, or part thereof, shall be permitted to be parked or kept on any Lot. Any motor vehicle shall be capable in a condition that is capable of being used on a daily basis. No vehicles of any type shall be parked on any street in the subdivision except as may be occasioned by social or family gatherings held by Lot Owners. All motor vehicles, boats, boat trailers, or other like trailers, of any type kept on any Lot shall have current registration and inspection certificates and shall be kept as not to be visible to other Lot owners or to users of the streets and Community Use Areas. No large vehicles such as school buses or trucks for commercial or non-profit use may be parked or permitted to remain on any Lot.

Section 9: No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle as has been designated by the Declarant or his assigns.

Section 10: No horses, swine, sheep, goats, mules, poultry or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in a reasonable number may be kept provided they are not kept, bred or maintained for commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage, to other Lot owners or to the neighborhood. When

outside, any pet must be kept controlled by a leash. Under no circumstances shall more than one dog, which must not exceed thirty pounds, or one cat be kept on any lot, except two dogs or cats may be kept if the total weight of the two animals does not exceed sixty pounds. Pets may not be kept outside in any manner on any Lot.

Section 11: No noxious or offensive trade of activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

Section 12: The construction, style, design and location of fences shall require approval of the Declarant. In any event, no chain link or cyclone fences are permitted except in cases of extreme hardship and with written consent of the Declarant.

Section 13: No Lot shall be subdivided by an Owner except by Declarant's written permission.

Section 14: During construction on any Lot, all vehicles involved in construction, including those delivering supplies, must enter the Lot on a driveway only approved by the Declarant so as not to damage unnecessarily the trees and street paving. Lot Owners shall insure that their builder will keep the particular residence project, garage and building site in as clean a manner as reasonably possible under construction conditions. All building debris, stumps and trees must be removed from each building site by the builder as often as necessary to keep the house and lot in as attractive appearance as reasonably possible under construction conditions. In any event, such debris, stumps and trees must be removed from the Lot at the rate of a minimum of once per week, preferably on Fridays. Such debris, stumps and trees will not be dumped at any location within the Autumn Lakes Subdivision or Development Area. Any damage to roads, jogging paths, underground buried cables, Community Use Areas, or other property owned by others caused by any Owner, any Owner's contractor or other parties providing labor or services to the Owner shall be the responsibility of Owner and upon notice by the Declarant or Developer shall be repaired immediately at the Owner's expense. Declarant reserves the right to assess a \$100.00 cleaning charge to any lot owner for failure to comply with this provision. Declarant shall have the right to file a lien for all sums assessed hereunder in the office of the Clerk of Court of Pitt County and to enforce said lien pursuant to the provisions of N.C.G.S. ~44A. for any violation of this Section.

Section 15: All main dwellings must be completed within eighteen (18) month after commencement of construction, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamitous.

Landscaping for an Owner's Lot must be completely installed within three (3) months of occupancy or issuance of a certificate or occupancy by the appropriate authorities, whichever first occurs.

Section 16: Clotheslines and drying yards are not permitted on any Lot.

Section 17: All signs, such as builder's signs, realtor's signs and other such signs must have prior approval from the Board of Directors before being permitted on any Lot. Such permitted signs shall be placed in the approximate center of the Lot and ten (10) feet from the road curb. No such sign shall be nailed to a tree.

Section 18: No fuel tanks or similar storage receptacles may be kept on any Lot so as to be visible to other Lot or to users of the Community Area. Underground storage tanks must be approved by the Committee.

Section 19: No garages shall be constructed so as to open facing any street. Further, all driveways shall be made of asphalt, tile, brick, decorative concrete, stone materials or other substances as the Committee shall approve in writing. Gravel and dirt driveways are not permitted.

Section 20: No outside radio, television antennae, satellite dishes or other comparable communication device having a size larger than eighteen (18) inches in diameter may be located on any lot, further any such satellite dish or comparable communication device shall be placed so as to not be visible from the front of the Lot.

Section 21: To maintain the natural beauty of Autumn Lakes Subdivision, all trees larger than four (4) inches in diameter must remain standing unless the removal of same is expressly approved by the Declarant. Trees subject to disease may be cut, provided the Declarant has given its approval. Notwithstanding these provisions, trees located on any residence site, septic tank or driveway site may be removed by Lot Owner or Lot Owner's builder without prior Declarant approval.

Section 22: No individual water supply system shall be permitted on any Lot except a non-portable lawn irrigation system not connected to any building. A shallow well may be dug or constructed for this purpose after gaining prior approval from the Declarant. Further, no owner may construct a lake or pond on his Lot without the prior written permission of the Declarant. Lake or pond approved and permitted by the Committee will remain under the control of the Corporation for purpose of maintenance and control over water level. No lot owner may irrigate their lawn with water drawn from any pond located within the Autumn Lakes Subdivision.

Section 23: There shall be no discharging of guns, pistols, or any other firearm of any kind, caliber, type or method or propulsion; and no animal hunting is permitted within the Subdivision

perimeter or the Development Area.

Section 24: No above ground swimming pools shall be located on any Lot. Any below ground swimming pool must be screened by a privacy fence which shall be approved by the Declarant.

Section 25: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of five feet in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of ten feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line.

Section 26: If a garage is constructed on any property, it may not be later converted into heated or unheated living space or otherwise permanently closed in any manner. Garage doors must remain closed except when garage is in use.

Section 27: No motorized boats, jet skis or powered vehicles are allowed in any of the lakes.

Section 28: If a bulkhead is constructed, it must be constructed with salt treated wood and approved by the Declarant.


Section 29: Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or who may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities Commission or the City of Greenville, North Carolina, the monthly rate per lot (plus applicable North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the Utility Regulations of Greenville, Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the subdivision is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. Any and all mercury vapor or sodium vapor lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission.

Section 30. These covenants to run with the land and shall be binding on all parties and all persons claiming under them under until March 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

Section 31. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Leon Raymond Hardee and wife Linda I. Hardee have set their hand and seal hereto and adopted the word "SEAL" appearing after their name as their own, this the 14th day of June, 2006

 (SEAL)
LEON RAYMOND HARDEE

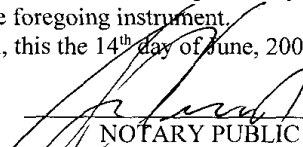
 (SEAL)
LINDA I. HARDEE

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, Stephen F. Horne, III, a Notary Public of the aforesaid County and State do hereby certify that LEON RAYMOND HARDEE and wife LINDA I. HARDEE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 14th day of June, 2006.

STEPHEN F. HORNE, III
NOTARY PUBLIC-PITT COUNTY, NC
MY COMMISSION EXPIRES:


NOTARY PUBLIC
Print name: Stephen F. Horne, III
My Commission Expires: 4-4-10



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Fee Amt: \$35.00 Page 1 of 8
Pitt County, NC
Judy J. Tart Register of Deeds
BK **2373** PG **614-621**

Mail to: Leon Hardee JR **1319 Huntingwood Dr Greenville NC 27858**

PREPARED BY: HORNE & HORNE, PLLC

NORTH CAROLINA

RESTRICTIVE COVENANTS

PITT COUNTY

THIS DECLARATION, made on the date hereinafter set forth by LEON RAYMOND HARDEE AND WIFE LINDA I. HARDEE, individual persons resident in Pitt County, North Carolina, hereinafter referred to as "Declarant"; and, PROSPECTIVE PURCHASERS of lots in Autumn Lakes, Section Five, Phase One, a residential subdivision located in Grimesland Township, Pitt County, North Carolina, hereinafter referred to as "Owners"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Grimesland Township, Pitt County, North Carolina, which is more particularly described as follows:

Lying and being in Grimesland Township, Pitt County, North Carolina and being all of Lots 42, 43 and 44 of Autumn Lakes, Section Five, Phase One as shown on that map which appears of record in Map Book 65, Page 107 of the Pitt County Registry.

WHEREAS, Declarant is the owner of all that tract of real property located in Grimesland Township, Pitt County, North Carolina, more particularly shown on that certain map or plat entitled "Autumn Lakes, Section Five, Phase One" prepared by Stroud Engineering, P.A. which appears of record in Map Book 65, Page 107 in the office of the Register of Deeds of Pitt County, North Carolina; reference to which recorded map being hereby specifically made; and,

WHEREAS, Declarant proposes to sell and convey Lots 42 through 44, inclusive, as shown of the aforesaid plat to be used for residential purposes and to develop said Lots and additional property within the Development Area which may be added to the development by the Declarant to be developed into a well planned community by the Declarant; and

WHEREAS, Declarant, prior to selling and conveying the aforesaid residential Lots, desires to impose upon such Lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential Lots in the

subdivision in order to promote the best interest and protect the investments of Declarant and Owners;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, subdivided, 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.

Section 1: No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, dwelling units, outbuildings, fences or walls, signs or other structures shall be undertaken upon any lot in this subdivision without the prior approval of Declarant or its successors or designees. It is the intent of the parties that all exteriors of the structures shall be harmonious with all of the other structures in Autumn Lakes Subdivision. All building plans or specifications showing the exterior materials being used and exterior paint scheme of the proposed improvements or outbuildings shall be submitted and approved by the Declarant or its successors or designees. Such approval in all events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to the Declarant, its successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved.

Section 2: No Lot shall be used except for single family residential purposes. Specifically no shop industries or other commercial activity or use of any kinds is permitted. No structure shall be erected, placed or permitted to remain on a numbered Lot other than one (1) detached, single family residence dwelling of not more than three (3) stories in height and such outbuilding as are usually accessory to a single family residence dwelling, including a private enclosed garage with space for not more than three (3) automobiles. Any outbuilding shall be the same design and style as the primary residence and shall be built of the same materials as the primary residence. A guest apartment or guest facility may be included as part of the main detached single-family dwelling or accessory building so long as it is not used for remunerative purposes. Unenclosed carports or similar unenclosed storage structures shall not be erected, placed or permitted to remain on any Lot.

The Declarant may construct and maintain dwelling for use as model homes so long as the Declarant owns any property within the Subdivision within any Development Area dedicated pursuant to the provisions of this Declaration.

Section 3: Dwelling Size.

1. Any one-story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

2. Any one and one-half story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 1,500 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

3. Any two or three story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 1,500 square feet, outside measurements of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

Section 4: All dwelling and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of exposed concrete blocks. No "shell home", "manufactured home", "prefabricated home" as the term is generally understood at this time in this area, shall be erected or allowed to remain on any of said Lots. Any residence built on any lot shall be "stick built" except that pre-fabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized in a residence built on any lot. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surface of the dwelling located on said Lot. All buildings, of any type whatsoever, which shall be located on the property, shall be constructed with a brick veneer, stone or stucco type finish. Up to 20 percent of the outside surface, for gables, eaves, etc., may be covered by vinyl siding. No metal storage shed, garage, automobile cover or barn shall be located on any Lot.

Section 5: No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. It is provided, however, that eaves, steps, stoops and chimneys shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent (10%) of the setback requirements in questions shall not be violation of this Declaration or of the provisions of the recorded plat.

An owner of a Lot and a portion or all of an adjoining and contiguous Lot or Lots may not construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Lots unless he has the express written permission of the Committee.

Section 6: No mobile homes, trailers, tents, campers, outbuilding or other structures of temporary character shall be placed on any lot at any time. This prohibition does not apply to shelters used by the contractor during the construction of the main dwelling house. No such mobile homes, trailers, tents, campers, outbuildings or other structures or temporary character shall be used at any time as a residence either temporarily or permanently. No bicycle or skateboard ramps may be placed on any Lot.

Section 7: All Lots, whether occupied or unoccupied, shall be well maintained and kept free of rubbish and debris. Rubbish, trash, debris, garbage and other waste must be kept only in sanitary containers which are in a screened area not generally visible from the road. All containers, or other equipment for storage of disposal of such waste materials shall be kept in a clean and sanitary condition and shall be disposed of on a regular basis. Burning of trash or debris is not permitted. All lawns must be kept neat and clean and no grass shall be allowed to grow more than six inches high.

Section 8: No stripped, partially wrecked, or junked motor vehicles, or part thereof, shall be permitted to be parked or kept on any Lot. Any motor vehicle shall be capable in a condition that is capable of being used on a daily basis. No vehicles of any type shall be parked on any street in the subdivision except as may be occasioned by social or family gatherings held by Lot Owners. All motor vehicles, boats, boat trailers, or other like trailers, of any type kept on any Lot shall have current registration and inspection certificates and shall be kept as not to be visible to other Lot owners or to users of the streets and Community Use Areas. No large vehicles such as school buses or trucks for commercial or non-profit use may be parked or permitted to remain on any Lot.

Section 9: No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle as has been designated by the Declarant or his assigns.

Section 10: No horses, swine, sheep, goats, mules, poultry or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in a reasonable number may be kept provided they are not kept, bred or maintained for commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage, to other Lot owners or to the neighborhood. When

outside, any pet must be kept controlled by a leash. Under no circumstances shall more than one dog, which must not exceed thirty pounds, or one cat be kept on any lot, except two dogs or cats may be kept if the total weight of the two animals does not exceed sixty pounds. Pets may not be kept outside in any manner on any Lot.

Section 11: No noxious or offensive trade of activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

Section 12: The construction, style, design and location of fences shall require approval of the Declarant. In any event, no chain link or cyclone fences are permitted except in cases of extreme hardship and with written consent of the Declarant.

Section 13: No Lot shall be subdivided by an Owner except by Declarant's written permission.

Section 14: During construction on any Lot, all vehicles involved in construction, including those delivering supplies, must enter the Lot on a driveway only approved by the Declarant so as not to damage unnecessarily the trees and street paving. Lot Owners shall insure that their builder will keep the particular residence project, garage and building site in as clean a manner as reasonably possible under construction conditions. All building debris, stumps and trees must be removed from each building site by the builder as often as necessary to keep the house and lot in as attractive appearance as reasonably possible under construction conditions. In any event, such debris, stumps and trees must be removed from the Lot at the rate of a minimum of once per week, preferably on Fridays. Such debris, stumps and trees will not be dumped at any location within the Autumn Lakes Subdivision or Development Area. Any damage to roads, jogging paths, underground buried cables, Community Use Areas, or other property owned by others caused by any Owner, any Owner's contractor or other parties providing labor or services to the Owner shall be the responsibility of Owner and upon notice by the Declarant or Developer shall be repaired immediately at the Owner's expense. Declarant reserves the right to assess a \$100.00 cleaning charge to any lot owner for failure to comply with this provision. Declarant shall have the right to file a lien for all sums assessed hereunder in the office of the Clerk of Court of Pitt County and to enforce said lien pursuant to the provisions of N.C.G.S. ~44A. for any violation of this Section.

Section 15: All main dwellings must be completed within eighteen (18) month after commencement of construction, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamitous.

Landscaping for an Owner's Lot must be completely installed within three (3) months of occupancy or issuance of a certificate of occupancy by the appropriate authorities, whichever first occurs.

Section 16: Clotheslines and drying yards are not permitted on any Lot.

Section 17: All signs, such as builder's signs, realtor's signs and other such signs must have prior approval from the Board of Directors before being permitted on any Lot. Such permitted signs shall be placed in the approximate center of the Lot and ten (10) feet from the road curb. No such sign shall be nailed to a tree.

Section 18: No fuel tanks or similar storage receptacles may be kept on any Lot so as to be visible to other Lot or to users of the Community Area. Underground storage tanks must be approved by the Committee.

Section 19: No garages shall be constructed so as to open facing any street. Further, all driveways shall be made of asphalt, tile, brick, decorative concrete, stone materials or other substances as the Committee shall approve in writing. Gravel and dirt driveways are not permitted.

Section 20: No outside radio, television antennae, satellite dishes or other comparable communication device having a size larger than eighteen (18) inches in diameter may be located on any lot, further any such satellite dish or comparable communication device shall be placed so as to not be visible from the front of the Lot.

Section 21: To maintain the natural beauty of Autumn Lakes Subdivision, all trees larger than four (4) inches in diameter must remain standing unless the removal of same is expressly approved by the Declarant. Trees subject to disease may be cut, provided the Declarant has given its approval. Notwithstanding these provisions, trees located on any residence site, septic tank or driveway site may be removed by Lot Owner or Lot Owner's builder without prior Declarant approval.

Section 22: No individual water supply system shall be permitted on any Lot except a non-portable lawn irrigation system not connected to any building. A shallow well may be dug or constructed for this purpose after gaining prior approval from the Declarant. Further, no owner may construct a lake or pond on his Lot without the prior written permission of the Declarant. Lake or pond approved and permitted by the Committee will remain under the control of the Corporation for purpose of maintenance and control over water level. No lot owner may irrigate their lawn with water drawn from any pond located within the Autumn Lakes Subdivision.

Section 23: There shall be no discharging of guns, pistols, or any other firearm of any kind, caliber, type or method or propulsion; and no animal hunting is permitted within the Subdivision

perimeter or the Development Area.

Section 24: No above ground swimming pools shall be located on any Lot. Any below ground swimming pool must be screened by a privacy fence which shall be approved by the Declarant.

Section 25: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of five feet in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of ten feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line.

Section 26: If a garage is constructed on any property, it may not be later converted into heated or unheated living space or otherwise permanently closed in any manner. Garage doors must remain closed except when garage is in use.

Section 27: No motorized boats, jet skis or powered vehicles are allowed in any of the lakes.

Section 28: If a bulkhead is constructed, it must be constructed with salt treated wood and approved by the Declarant.

Section 29: Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or who may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities Commission or the City of Greenville, North Carolina, the monthly rate per lot (plus applicable North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the Utility Regulations of Greenville, Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the subdivision is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. Any and all mercury vapor or sodium vapor lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission.

Section 30. These covenants to run with the land and shall be binding on all parties and all persons claiming under them under until May 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

Section 31. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Leon Raymond Hardee and wife Linda I. Hardee have set their hand and seal hereto and adopted the word "SEAL" appearing after their name as their own, this the ____ day of May, 2006

Leon Raymond Hardee (SEAL)
LEON RAYMOND HARDEE

Linda I. Hardee (SEAL)
LINDA I. HARDEE

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, G. Renee Buck, a Notary Public of the aforesaid County and State do hereby certify that LEON RAYMOND HARDEE and wife LINDA I. HARDEE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 09th day of ~~May~~, ~~2006~~.

G. Renee Buck
NOTARY PUBLIC
Print name: G. Renee Buck
My Commission Expires: 04-20-2010

G. RENEE BUCK
NOTARY PUBLIC
Pitt County
North Carolina
My Commission Expires April 20, 2010

Doc ID: 006751190003 Type: CRP
Recorded: 01/20/2009 at 11:09:56 AM
Fee Amt: \$20.00 Page 1 of 3
Pitt County, NC
Judy J. Tart Register of Deeds
BK 2577 PG 328-330

Prepared by and Filer: ~~HORNE & HORNE, PLLC~~ *Warko*
Leon Hardee Jr.
1319 Huntingwood Dr.
Greenville, N.C. 27858

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LEON RAYMOND HARDEE AND WIFE LINDA I. HARDEE, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "Autumn Lakes"; and,

WHEREAS, as a part of such development program, Declarant has impressed the lots in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of September 30, 2002, which appear of record in the Pitt County Registry in Book 1367, Page 4; and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Autumn Lakes, Section Five, Phase Two", and are more particularly described:

Lying and being in the Grimesland Township, Pitt County, North Carolina and being more particularly described as follows:

Lots 60, 61, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 118, 119, 120, 121, 122, 123, and 124 of Autumn Lakes, Section Five, Phase Two as shown on that map which appears of record in Map Book 70, Pages 118, 119 and 120 of the Pitt County Registry.

All of the above described lands are a part of the lands described in Deeds of record in Deed Book 288, Page 132 and Deed Book 1024, Page 309, of the Pitt County Registry; and,

WHEREAS, pursuant to Article XIII, Section 4, the Declarant elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in

instrument recorded in Book 1367, Page 4 of the Pitt County Registry;

NOW THEREFORE, pursuant to Article XIII, Section 4, the Declarant hereby impresses all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1367, Page 4 of the Pitt County Registry, specifically including Articles I through XIII, inclusive, except for the description of common lands, if any, said common lands are made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book 1367, Page 4 of the Pitt County Registry.

The Declaration referred to above is hereby amended, relative to the property described herein as follows:

Paragraphs 1 and 3 of Article VI, Section 2 are deleted in their entirety and the following are added to Article VI, Section 2:

1. Any one-story dwelling erected upon any Lot shall contain not less than 4,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

3. Any two or three story dwelling erected upon any Lot shall contain not less than 4,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 2,000 square feet, outside measurements of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

Section 29 is hereby added to Article VI:

Section 29: Upon acquiring ownership of any lot, the owner of any lot shall be comply with all governmental regulations regarding erosion control upon or adjacent to said lot. The owner shall be responsible for any erosion problems resulting from construction, including but not limited to, construction of buildings, driveways, sidewalks, utilities, septic systems, as applicable, and landscaping, resulting from actions of its agents, employees or assigns, and shall be responsible to pay for any and all fines from the appropriate governmental agencies, whether assessed to the owner of the lot of the parties of the first part. The lot owner shall take corrective measures within one week of receiving notice from either the appropriate governmental agency, or the parties of the first part. Upon the failure of the lot owner to perform necessary corrective measures within the week set out herein, the parties of the first part may perform necessary landscaping required by the appropriate governmental authority. The lot owner shall be liable to pay the parties of the first part their cost in taking the necessary corrective measures.

IN WITNESS WHEREOF, Leon Raymond Hardee and wife Linda I. Hardee have set their hand and seal hereto and adopted the word "SEAL" appearing after their name as their own, this the ____ day of June, 2008.

Leon Raymond Hardee (SEAL)
LEON RAYMOND HARDEE

Linda I. Hardee (SEAL)
LINDA I. HARDEE

NORTH CAROLINA
COUNTY OF PITT

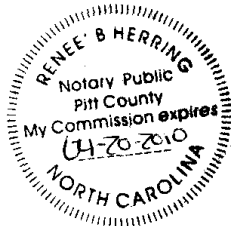
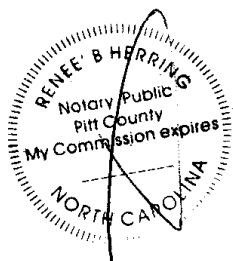
I, a Notary Public of the aforesaid County and State do hereby certify that LEON RAYMOND HARDEE and wife LINDA I. HARDEE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 18th day of June, 2008.

Renee B. Herring
NOTARY PUBLIC

Printed Name: Renee B. Herring

My Commission Expires: 04-26-2010





Doc ID: 013670220002 Type: CRP
Recorded: 10/28/2016 at 11:18:00 AM
Fee Amt: \$26.00 Page 1 of 2
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 3491 PG 853-854

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LEON RAYMOND HARDEE, LEON RAYMOND HARDEE, as Executor of the Linda Ipock Hardee Estate and LEON RAYMOND HARDEE, as Trustee of the Linda Ipock Hardee Living Trust dated September 28, 2009 , hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "Autumn Lakes"; and,

WHEREAS, as a part of such development program, Declarant has impressed the lots in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of September 30, 2002, which appear of record in the Pitt County Registry in Book 1367, Page 4; and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Autumn Lakes, Section 4, Phase 2", and are more particularly described:

Lying and being in the Grimesland Township, Pitt County, North Carolina and being more particularly described as follows:

Lots 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78 and 79 of Autumn Lakes, Section 4, Phase 2 as shown on that map which appears of record in Map Book 80, Pages 152, 153 and 154 of the Pitt County Registry.

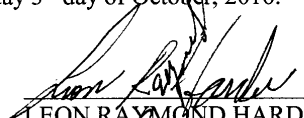
All of the above described lands are a part of the lands described in Deeds of record in Deed Book 1014 Page 101 and Deed Book 1047, Page 68 of the Pitt County Registry; and,

2


WHEREAS, pursuant to Article XIII, Section 4, the Declarant elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in instrument recorded in Book 1367, Page 4 of the Pitt County Registry;

NOW THEREFORE, pursuant to Article XIII, Section 4, the Declarant hereby impresses all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1367, Page 4 of the Pitt County Registry, specifically including Articles I through XIII, inclusive, except for the description of common lands, if any, said common lands are made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book 1367, Page 4 of the Pitt County Registry.


IN WITNESS WHEREOF, Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal on this the day 3rd day of October, 2016.



LEON RAYMOND HARDEE, individually (SEAL)



LEON RAYMOND HARDEE, Executor of the Estate of Linda Ipock Hardee (SEAL)



LEON RAYMOND HARDEE, as Trustee of the Linda Ipock Hardee Living Trust dated September 28, 2009 (SEAL)

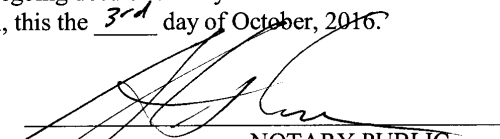
STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State do hereby certify that Leon Raymond Hardee, individually, as Executor of the Linda Ipock Hardee Estate, and as Trustee of the Linda Ipock Hardee Living Trust dated September 28, 2009, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.


Witness my hand and Notarial Seal, this the 3rd day of October, 2016.

(AFFIX SEAL HERE)

STEPHEN F. HORNE III
NOTARY PUBLIC
Pitt County
North Carolina
My Commission Expires April 13, 2020



NOTARY PUBLIC
Print Name: Stephen F. Horne, III
My Commission Expires: 04/13/2020



Doc ID: 013841590005 Type: CRP
 Recorded: 06/08/2017 at 01:52:03 PM
 Fee Amt: \$26.00 Page 1 of 5
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK **3565** PG **67-71**

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **LEON RAYMOND HARDEE, LEON RAYMOND HARDEE, as Trustee of the Linda Ipock Hardee Living Trust dated September 28, 2009**, hereinafter referred to as "Owner" and "Declarant" and **CHUN KEUNG NG and wife, KATLAN LU NG; JOHN WILLIAM WERNER and JONATHAN RYAN SCOTT; JEFFREY ALEXANDER ALLOWAY and BERNADETTE MARY KENNY; AL DAVIS and wife, LYLE DAVIS**, current Lot owners and prospective purchasers in **AUTUMN LAKES SUBDIVISION, SECTION 5, PHASE 2**, a residential subdivision located in Pitt County, North Carolina.

W I T N E S S E T H:

WHEREAS, the Declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "Autumn Lakes"; and,

WHEREAS, there was heretofore recorded a certain Amended Declaration of Covenants, Conditions and Restrictions running with the land for Autumn Lakes, Section 5, Phase 2 as shown on **Map Book 70, Pages 118-120** and which is recorded in **Book 2577 Page 328** making this Section and Phase subject to the Restrictive Covenants record in **Book 1367, Page 4** which all of the Pitt County Public Registry; and

WHEREAS, the Declarant/Owner hereto desires to correct said Amended Declaration of Conditions, Restrictions and Covenants running with the land which was recorded in Book 2577, Page 328 to make this Section and Phase harmonious with the entire Autumn Lakes Subdivision plan and design; and

WHEREAS, the undersigned being all of the owners of Autumn Lakes, Section 5, Phase 2, hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following amended restrictions, covenants, and conditions 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 to all Lots in Autumn Lakes, Section 5, Phase 2 as shown on Map Book 70, Pages 118-120 of the Pitt County Public Registry, to wit:

5

Lots 60, 61, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 118, 119, 120, 121, 122, 123, and 124 of Autumn Lakes, Section Five, Phase Two as shown on that map which appears of record in Map Book 70, Pages 118, 119 and 120 of the Pitt County Registry

NOW, THEREFORE, the undersigned hereby impress all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1367, Page 4 of the Pitt County Registry, specifically including Articles I through XIII, inclusive, except for the description of common lands, if any, said common lands are made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book 1367, Page 4 of the Pitt County Registry.

The Declaration referred to above is hereby amended, relative to the property described herein as follows:

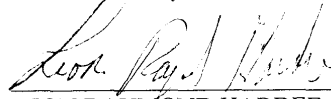
Paragraphs 1 and 3 of Article VI, Section 2 are deleted in their entirety and the following are added to Article VI, Section 2:

Any one-story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Any one and one-half story dwelling erected upon any Lot shall contain not less than 3,000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwellings shall contain not less than 1,500 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

Section 29: Upon acquiring ownership of any lot, the owner of any lot shall be comply with all governmental regulations regarding erosion control upon or adjacent to said lot. The owner shall be responsible for any erosion problems resulting from construction, including but not limited to, construction of buildings, driveways, sidewalks, utilities, septic systems, as applicable, and landscaping, resulting from actions of its agents, employees or assigns, and shall be responsible to pay for any and all fines from the appropriate governmental agencies, whether assessed to the owner of the lot of the parties of the first part. The lot owner shall take corrective measures within one week of receiving notice from either the appropriate governmental agency, or the parties of the first part. Upon the failure of the lot owner to perform necessary corrective measures within the week set out herein, the parties of the first part may perform necessary landscaping required by the appropriate governmental authority. The lot owner shall be liable to pay the parties of the first part their cost in taking the necessary corrective measures.

IN WITNESS WHEREOF, Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal on this the day 3rd day of October, 2016.


LEON RAYMOND HARDEE, individually (SEAL)


LEON RAYMOND HARDEE, as Trustee of the Linda Ipock Hardee Living Trust dated September 28, 2009 (SEAL)

Chun Keung Ng
CHUN KEUNG NG (SEAL)

Katlan Lung
KATLAN LUNG (SEAL)

John William Werner
JOHN WILLIAM WERNER (SEAL)

Jonathan Ryan Scott
JONATHAN RYAN SCOTT (SEAL)

Jeffrey Alexander Alloway
JEFFREY ALEXANDER ALLOWAY (SEAL)

Bernadette Mary Kenny
BERNADETTE MARY KENNY (SEAL)

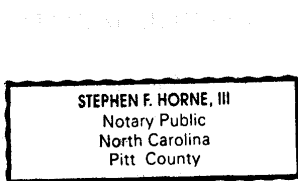
Al Davis
AL DAVIS (SEAL)

Lyle Davis
LYLE DAVIS (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State do hereby certify that Leon Raymond Hardee, individually, and as Trustee of the Linda Ipock Hardee Living Trust dated September 28, 2009, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and Notarial Seal, this the 30th day of May, 2017.

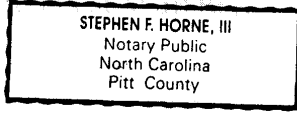


Stephen F. Horne, III
NOTARY PUBLIC
Print Name: Stephen F. Horne, III
My Commission Expires: 4/13/2020

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, a Notary Public of the aforesaid County and State do hereby certify that CHUN KEUNG NG and wife, KATLAN LU NG personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and Notarial Seal, this the 30th day of May, 2017.

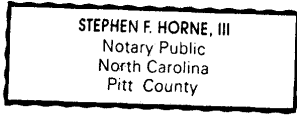


[Signature]
NOTARY PUBLIC
Printed/Typed Name: Stephen F. Horne III
My Commission Expires: 4/13/2020

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, a Notary Public of the aforesaid County and State do hereby certify that JOHN WILLIAM WERNER and JONATHAN RYAN SCOTT personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and Notarial Seal, this the 31st day of May, 2017.

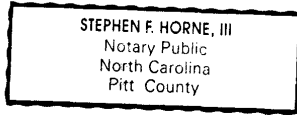


[Signature]
NOTARY PUBLIC
Printed/Typed Name: Stephen F. Horne III
My Commission Expires: 4/13/2020

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, a Notary Public of the aforesaid County and State do hereby certify that JEFFREY ALEXANDER ALLOWAY and BERNADETTE MARY KENNY personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and Notarial Seal, this the 6th day of May, 2017.

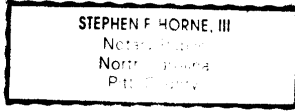


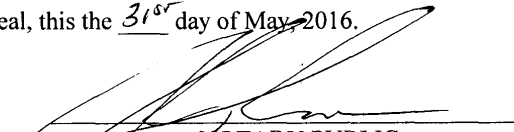
[Signature]
NOTARY PUBLIC
Printed/Typed Name: Stephen F. Horne III
My Commission Expires: 4/13/2020

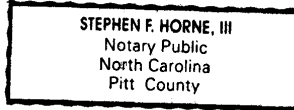
STATE OF NORTH CAROLINA
COUNTY OF _____


I, a Notary Public of the aforesaid County and State do hereby certify that AL DAVIS and wife, LYLE DAVIS personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and Notarial Seal, this the 31st day of May, 2016.




NOTARY PUBLIC
Printed/Typed Name: Stephen F. Horne III
My Commission Expires: 4/13/2020





Doc ID: 014019270004 Type: CRP
 Recorded: 01/25/2018 at 11:55:46 AM
 Fee Amt: \$26.00 Page 1 of 4
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 3640 PG 54-57

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Leon Raymond Hardee, individually and Leon Raymond Hardee, as Trustee of the Linda Ipock Hardee Living Trust dated September 28, 2009, hereinafter referred to as "Owner" and "Declarant" and Kidd Construction Group, LLC, current Lot Owner and all prospective purchasers in Autumn Lakes Subdivision, Section Two, Phase One, a residential subdivision located in Pitt County, North Carolina.

W I T N E S S E T H:

WHEREAS, the Declarant is in the process of developing a residential subdivision in Pitt County, North Carolina, known as "Autumn Lakes"; and,

WHEREAS, as a part of such development program, Declarant subdivided and formed several sections of said subdivision including Autumn Lakes Subdivision, Section Two, Phase One consisting of Lots 21, 22, 23, 24 and 25 as shown on Map Book 65, Page 13 Pitt County Registry; and,

WHEREAS, Declarant impressed the Lots in said subdivision certain Covenants, Conditions and Restrictions which appear of record in the Pitt County Registry in Book 2133, Page 723 of the Pitt County Registry; and,

WHEREAS, the Declarant/Owner upon review of the recorded Restrictive Covenants failed to include Autumn Lakes Subdivision, Section Two, Phase One within the larger development or subject it to membership in the Owners Association to allow this sections Owners use of the common areas in the larger development; and,

WHEREAS, the Declarant/Owner hereto desires to amend said Restrictive Covenants running with the land which was recorded in Book 2133, Page 723 and amend same to include all Lots in

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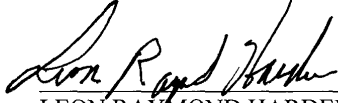
Autumn Lakes Subdivision, Section Two, Phase One and include them within the entire Autumn Lakes Subdivision plan as set forth in the Restrictive Covenants recorded in Book 1367, Page 4 as amended; and,

WHEREAS, Kidd Construction Group, LLC executes this amendment pursuant to Section 30 of the Restrictive Covenants recorded in Book 2133, Page 723 which allows a change in whole or in part with a majority vote of the then owners of the lots.

NOW THEREFORE, pursuant to Section 30 aforementioned, the Declarant and Owners hereby impress Lots 21, 22, 23, 24 and 25 Autumn Lakes, Section Two, Phase One as shown on Map Book 65, Page 13 Pitt County Registry with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1367, Page 4 of the Pitt County Registry, and as amended, but specifically excluding Article VI, and except for the description of common lands, if any, said common lands are made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book 1367, Page 4 of the Pitt County Registry.

IN WITNESS WHEREOF, Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal on this the day 24th day of January, 2018.


_____(SEAL)
LEON RAYMOND HARDEE, individually


_____(SEAL)
LEON RAYMOND HARDEE, as Trustee of the Linda Pock Hardee Living Trust dated September 28, 2009

KIDD CONSTRUCTION GROUP, LLC, a North Carolina limited liability company

By: _____
William J. Kidd, Manager

Autumn Lakes Subdivision, Section Two, Phase One and include them within the entire Autumn Lakes Subdivision plan as set forth in the Restrictive Covenants recorded in Book 1367, Page 4 as amended; and,

WHEREAS, Kidd Construction Group, LLC executes this amendment pursuant to Section 30 of the Restrictive Covenants recorded in Book 2133, Page 723 which allows a change in whole or in part with a majority vote of the then owners of the lots.

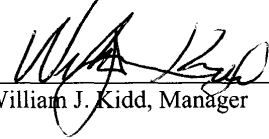
NOW THEREFORE, pursuant to Section 30 aforementioned, the Declarant and Owners hereby impress Lots 21, 22, 23, 24 and 25 Autumn Lakes, Section Two, Phase One as shown on Map Book 65, Page 13 Pitt County Registry with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1367, Page 4 of the Pitt County Registry, and as amended, but specifically excluding Article VI, and except for the description of common lands, if any, said common lands are made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book 1367, Page 4 of the Pitt County Registry.

IN WITNESS WHEREOF, Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal on this the day ____ day of January, 2018.

_____(SEAL)
LEON RAYMOND HARDEE, individually

_____(SEAL)
LEON RAYMOND HARDEE, as Trustee of the Linda Pock Hardee Living Trust dated September 28, 2009

KIDD CONSTRUCTION GROUP, LLC, a North Carolina limited liability company

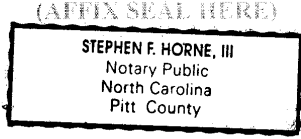
By: 

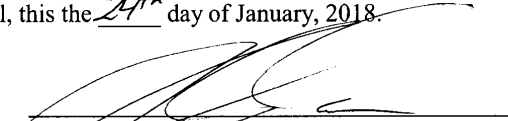
William J. Kidd, Manager

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State do hereby certify that Leon Raymond Hardee, individually, and as Trustee of the Linda Pock Hardee Living Trust dated September 28, 2009, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

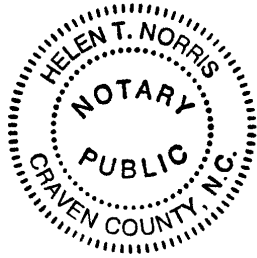
Witness my hand and Notarial Seal, this the 21st day of January, 2018.





NOTARY PUBLIC
Print Name: Stephen F. Horne III
My Commission Expires: 4/13/2020

STATE OF NORTH CAROLINA
COUNTY PITT

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated: William J. Kidd, Manager.




NOTARY PUBLIC
Print Name: Helen T. Norris
My Commission Expires: 3/8/2020