

STATE OF NORTH CAROLINA
COUNTY OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS

AUTUMN CREEK AT HENLEIGH HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned which is the Owner and Developer of that certain subdivision in Masonboro Township, New Hanover County, North Carolina, known as Section 2 of Autumn Creek at Henleigh Hills, as shown on map or plat prepared by Michael Underwood, Registered Land Surveyor, which is recorded in Map Book 40 at Page 293 of the New Hanover County Registry, does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any lots in said Section 2 of Autumn Creek at Henleigh Hills Subdivision as shown on said plat, that each of the lots shown thereon is hereby made subject to the following restrictions, or restrictive covenants, which shall run with the land and be binding upon said lots and whomsoever may from time to time own the same, to wit

1 No lot or lots shall be put to any use other than for residential purposes No portion of any lot or lots shall be used for a roadway, either public or private, except that a portion of any lot may be used as a driveway, incidental to the normal use of such lot for residential purposes

2 No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than three cars No such garage shall be more than one story in height and shall never be used for living quarters of any kind, either for guest, members of the family or servants, and the construction or maintenance of so called "garage apartments" on any lots is expressly prohibited Detached garage must be constructed of the same material and in the same style as the residence

3 No dwelling shall be constructed or permitted to remain on any lot the square footage of which, excluding porches, garage areas and carport areas, shall be less than two thousand square feet with said square footage to be computed by measurements from the exterior walls of said dwelling The plans for all dwellings and other structures incidental to the use of the lots in this subdivision (including garages) shall be approved by M K Homes, Inc , its successors, nominees or assigns Provided, however, if plans are submitted for approval to an officer, nominee or successor to M K Homes, Inc , and after a period of twenty days from the delivery thereof, the person or corporation so delivering the plans has not received either approval, disapproval or request for modification of the plans, then the plans shall be deemed to be approved so long as the dwelling or structure is in general conformity with the other dwellings and structures in the subdivision All plans submitted shall include a plot plan showing the location of all proposed (and existing) structures on the lot in relation to and the distances from the street and side lines and rear lines of the lot

4 All buildings, homes, garages, or storage buildings shall have an exterior of brick or brick veneer construction on that portion of the building which faces or fronts on the street

5 No building or structure or any kind shall be located on any lot nearer than 10 feet from any side or rear lot line If the owner of two or more adjoining lots shall elect to use them for one dwelling, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of the lots, but from that time on the lots so used shall be considered as one lot In computing the setback distances called for in these restrictive covenants, the measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves (not in excess of three feet) nor the establishment of uncovered stoops or steps within the setback area, shall

DRAWN BY:

**Return to ALLEN and MacDONALD
217 N. 5th St., Wilmington, NC 28401**

be considered a violation of this covenant. In the event of the unintentional violation of any of the building line restrictions herein set forth, M K Homes, Inc, reserves for itself the right by and with the mutual consent, in writing of the owner or owners at such time of the lot or lots affected thereby, to change such restrictions accordingly, provided, however, that such change shall not exceed 10% of the marginal requirements of the building line restrictions existing as to such lot.

6 M K Homes, Inc, reserves for itself, its successors and assigns an easement in and right at any time in the future to grant a 15 foot easement and right-of-way under, over, and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing and maintaining drainage, electric power, gas, telephone service or other utilities including water and sewer service, and further reserves the right to subject the lands in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each lot.

7 No fence or other obstruction shall extend nearer the street than the front line of the main dwelling constructed on the lot. No culvert or pipe shall be placed in any street or road, ditch or drain unless it in all respects meets the standards set by the North Carolina Department of Transportation, Division of Highways, or its successor.

8 No commercial trade or activity shall be carried on upon any lot, nor shall any noxious trade or activity whatsoever be carried on upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood. In the event yards in the subdivision are not properly maintained, they may be cleaned by the developers at the owners expense. Buses, trucks over one ton, unsightly or inoperative automobiles and like eyesores cannot be maintained on any lot, or on any street in the subdivision, either prior to or after the dwelling has been erected, and any such vehicle may be removed by the developer at the lot owners expense.

9 No structure of a temporary character, trailer, mobile home, tent, shack, barn or other building shall be used on any lot either temporarily or permanently, except during actual construction of a residence on any lot.

10 All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in event of damage or destruction by fire or other casualty, the premises shall be cleared and debris removed within 90 days from date of such casualty.

11 No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot, however, dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided further that they are not kept in such numbers or of such a nature as to be or become a nuisance to the adjoining property owners or any residents of the subdivision.

12 No lot or area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials may not be kept on any lots, except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13 No lot or lots as shown on the maps of the subdivision above referred to shall be re-subdivided or the lot lines thereof changed unless each part of the subdivided lot becomes a part of another whole lot unless M K Homes, Inc, or its successors joins in the execution of the deed of conveyance or division for the specific purpose of consenting to the subdivision or realignment of the lines of said lot or lots.

14 No sign-boards of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale".

15 These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by M K Homes, Inc , the developer, or its successors in title, and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of New Hanover County, North Carolina, but if said restrictions are not so modified they shall remain in effect until December 31, 2020

16 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

17 If the owner of any lot shall violate or permit any use of a lot to become a violation of any of the covenants contained herein, it shall be lawful for M K Homes, Inc if the owner of any adjoining lot or lot having across the street road frontage in common with said lot to prosecute any proceeding at law or in equity against the person, persons, corporation, or other entity violating, attempting to violate, or permitting such violation to prohibit such violation

18 The Developer retains the right to dig an irrigation well for the benefit of all lot owners in Section 2 and to charge and assess all lot owners a reasonable fee for using said irrigation well which will be billed on a periodic basis

IN TESTIMONY WHEREOF, M K HOMES, INC , has caused this instrument to be signed in its corporate name by its President and attested its Assistant Secretary, this the ____ day of August, 2001

M K HOMES, INC
BY *M. Kirk Andrews* (SEAL)

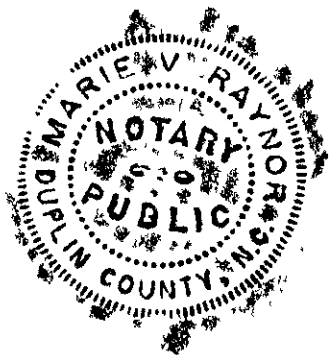
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I Marie V Raynor, Notary Public, certify that M. Kirk Andrews
Personally came before me this day and acknowledged that ~~he~~ she is President
of M K HOMES, INC , a corporation, and that ~~he~~ she as President, being
authorized to do so, executed the foregoing on behalf of the corporation

Witness my hand and official seal, this the 27th day of August, 2001

Marie V Raynor
Notary Public

My Commission Expires 6-13-2005



***THIS PAGE IS BEING RECORDED AT THE
REQUEST OF THE PERSON RECORDING TO
COVER EXCESS FILING FEES.***

MANDY DUNNIGAN ***RECORDER***

ALLEN & MACDONALD ***LAW FIRM***



REBECCA T. CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
JUDICIAL BUILDING
316 PRINCESS STREET
WILMINGTON, NC 28401

Filed For Registration: 08/28/2001 04:33:30 PM
Book: RE 3029 Page: 695-699
Document No.: 2001038558
DECL 5 PGS \$14.00

Recorder: KAREN D GALLOWAY

State of North Carolina, County of New Hanover

The foregoing certificate of MARIE V RAYNOR Notary is certified to be correct, This 28TH of August 2001

REBECCA T. CHRISTIAN, REGISTER OF DEEDS By: Karen Galloway
Deputy/Assistant Register of Deeds

2001038558

2001038558