

Prepared by & Return to: William E. Clark, Attorney at Law
P. O. Box 786, Fayetteville, NC 28302

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

9612496

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

HARNETT COUNTY

KNOWN ALL MEN BY THESE PRESENTS, that Kenneth H. Suggs and Eileen C. Suggs, of the County of Cumberland, State of North Carolina, are the owners of OVERHILLS CREEK, SECTION THREE, PART THREE as is shown on a plat recorded in Plat Cabinet F, Slide 612-A, of the Harnett County, North Carolina, Registry.

Now therefore, Kenneth H. Suggs and Eileen C. Suggs, desiring to increase the stability and appeal of OVERHILLS CREEK, SECTION THREE, PART THREE, does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any lot or lots in said subdivision known as OVERHILLS CREEK, SECTION THREE, PART THREE, ON PLAT RECORDED IN PLAT CABINET F, SLIDE 612-A, OF THE HARNETT COUNTY, NORTH CAROLINA, REGISTRY, shall be, and the land now is to the extent hereinafter defined and described, subject to the following restrictions, as to the use thereof, running with said land by whomsoever owned, to-wit:

1. Lot: The word "lot" as used in this instrument shall mean a numbered lot as shown on the plat described above, and no such lot shall be subdivided by any owner in any manner that would impair or defeat any restriction in this instrument.
2. Residential Purposes Only: All lots in said subdivision shall be residential lots, and no structures shall be erected, altered, placed or permitted to remain on any of said lots except a structure for one family occupancy.
3. Minimum Value of Improvements: No dwelling shall be permitted on any lot at a cost of less than forty thousand dollars (\$40,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, for one story structures shall be not less than 1,000 square feet. The ground floor area of the main structure, exclusive of one-story open porches and garages, for a two story dwelling shall not be less than 750 square feet for the first floor of said dwelling unit.
4. Fences: Fences shall be on the line from the rear corner of the home going to rear of the lot. The type of fencing shall require approval by the developer. Prior to fencing being installed on Lots No. 64, 65, 66, 67, 68, 69, 70, 71 and 72 of Overhills Creek, Section Three, Part Three, the property owner shall consult with South River Electric Membership Corporation.
5. Permitted Use: No provision or provisions of these restrictions shall prevent or prohibit any lot or lots in said plat from being used for municipal or public park or playground purposes.

6. **Nuisances:** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No two-way radio towers are to be installed, maintained, or used on any lot.

7. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. **Building-location:** No building shall be located on any Lot nearer than 25 feet to the front Lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No setback shall be required for a garage or other permitted accessory building located 50 feet or more to the rear of the minimum set back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. One lot and a portion or all of another lot may be used for the construction of one house and the side line setback will apply to the boundary lines of the entire tract so used.

9. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Dogs must be kept on a leash or fenced in area of the owners lot.

10. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

11. **Storage:** No lot shall be used for storage or parking of disabled motor vehicles. All motor vehicles kept in the subdivision must be licensed annually.

12. **Terms:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

13. **Street Lights:** The owner reserves the right to subject the property to a contract with South River Electric Membership Corporation for the installation underground electric service and street lights either of which may require an initial and a continuing monthly obligation to South River Electric Membership Corporation by the owner of any lot in the subdivision.

14. **Enforcement:** Enforcement shall be by proceedings at law or in equity, against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both.

15. **Recreation Equipment and Fixtures:** No recreation equipment or fixtures may be located closer to the street right-of-way than the front face of the residence.

16. **Severability:** Invalidation of any one of these covenants by judgment or Court Order shall remain in full force and effect.

17. Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by developer, heirs or devisees, so long as developer owns a majority of the lots contained in Overhills Creek, Section Three.

Dated September 18, 1996.

Kenneth H. Suggs (SEAL) Eileen C. Suggs by Kenneth H. Suggs, attorney-in-fact (SEAL)
Kenneth H. Suggs, Owner Eileen C. Suggs
By Kenneth H. Suggs, Attorney-in-Fact

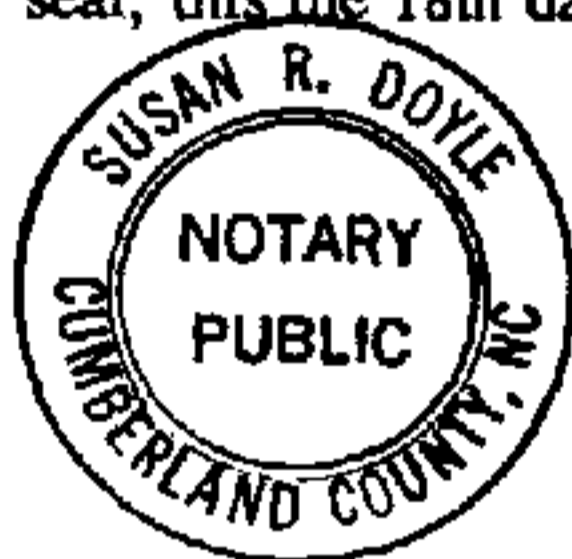
NORTH CAROLINA
CUMBERLAND COUNTY

I, Susan R. Doyle, a Notary Public of said County hereby certify that Kenneth H. Suggs, Attorney in Fact for Eileen C. Suggs, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said Eileen C. Suggs, and for himself individually, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of Harnett, State of North Carolina in Book 1065, Page 962 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said Kenneth H. Suggs acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Eileen C. Suggs.

Witness my hand and official stamp or seal, this the 18th day of September, 1996.

Susan R. Doyle
Notary Public



My commission expires: October 1, 1996

North Carolina - Harnett County
The foregoing certificate(s) of Susan R. Doyle
Notary Public of Cumberland Co.
Notary Public (Notaries Public) is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 1169 page 549-551
This 20 day of September, 1996
at 8:09 o'clock A. M.
Paula P. Holder By: Judith Hamilton
Register of Deeds - Ass't.