

(1)
(3) 12

9509292

FILED
BOOK 1108 PAGE 663-665

'95 AUG 7 AM 11 45

NORTH CAROLINA

HARNETT COUNTY

GAYLE P. HOOPER
REGISTER OF DEEDS
HARNETT COUNTY, NC

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 TWO as is shown on a plat recorded in Plat Cabinet F slide 406-D 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 TWO, 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 TWO, PLAT CABINET F, SLIDE 406-D 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.
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 July 21, 1995.

Kenneth H. Suggs (SEAL)
Kenneth H. Suggs, Owner

Eileen C. Suggs
Eileen C. Suggs
By Kenneth H. Suggs, Attorney-in-Fact
by Kenneth H. Suggs, attorney-in-fact

NORTH CAROLINA
CUMBERLAND COUNTY

I, 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 duly sworn, says that he executed the foregoing and annexed instrument for and on 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 recorded in Book 1065, Page 962, Harnett County, North Carolina, Registry, 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 acknowledges the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the said Eileen C. Suggs.

Witness my hand and Notarial Seal this 2ND day of August, 1995.

Carla Beverage
Notary public

My commission expires: 9-24-97



North Carolina - Harnett County
The foregoing certificate(s) Carla Beverage
Notary 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 1108 page 663-665
This 7th day of August, 19 95
at 11:45 o'clock AM by Kathy Coleman
Register of Deeds - Ass't. Deputy