

9914865 Book 1372
Pages 0635-0637

NORTH CAROLINA FILED 3 PAGE(S)
HARNETT COUNTY NC
08/24/1999 12:15 PM
HARNETT COUNTY KIMBERLY S. HARGROVE
Register Of Deeds

DECLARATION OF RESTRICTIONS

KNOWN ALL MEN BY THESE PRESENTS, that W. S. Wellons Corporation, of the County of Harnett, State of North Carolina, is the owner of OVERHILLS CREEK, SECTION FOUR, PART ONE as is shown on a plat recorded in Map Book #99, Page #250, of the Harnett County, North Carolina, Registry.

Now therefore, W. S. Wellons Corporation, desiring to increase the stability and appeal of OVERHILLS CREEK, SECTION FOUR, PART ONE, does hereby covenant and agree to and with all persons, firms or corporation now owning or hereafter acquiring any lot or lots in said subdivision known as OVERHILLS CREEK, SECTION FOUR, PART ONE, ON PLAT RECORDED IN MAP BOOK #99, PAGE #250, 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 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 owner's 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 container.
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 Four, Part One.

Dated August 23, 1999.



Charles R. Wellons, II, Assistant Secretary

W. S. WELLONS CORPORATION

William S. Wellons, Jr.
William S. Wellons, Jr., President

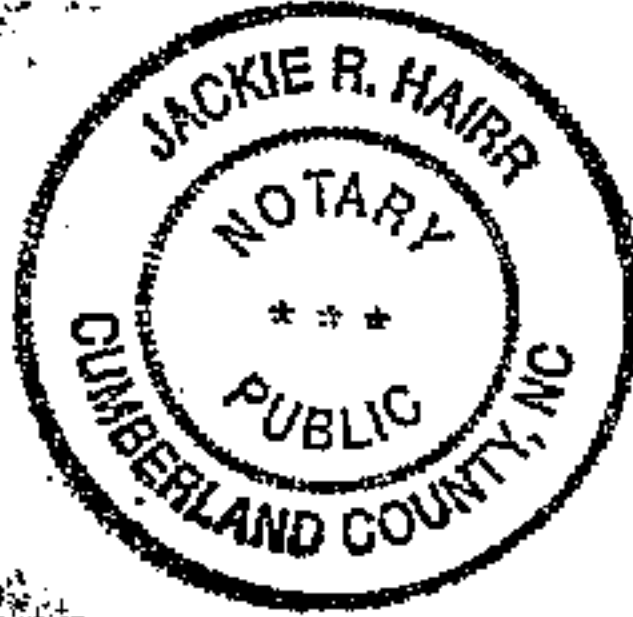
NORTH CAROLINA, Cumberland County

I, a Notary Public of the County and State aforesaid, certify that Charles R. Wellons, II, personally came before me this day and acknowledged that he is Assistant Secretary of W. S. Wellons Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Assistant Secretary.

Witness my hand and official stamp or seal, this 23rd day of August, 1999.

My commission expires: May 25, 2002

Jackie R. Hairr
Notary Public



North Carolina - Harnett County

The foregoing certificate(s) of Jackie R. Hairr,
Notary Public

is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 1372 page 6035-6037

This 24th day of August, 1999

at 2:15 o'clock P.M. by: Kimberly S. Hargrove
Register of Deeds - Asst. Deputy I. M. Smith