



FOR REGISTRATION REGISTER OF DEEDS  
KIMBERLY S. HARGROVE  
HARNETT COUNTY, NC  
2004 JAN 12 08:35:10 AM  
BK: 1877 PG: 616-618 FEE: \$17.00

INSTRUMENT # 2004000430

## DECLARATION OF RESTRICTIONS

NORTH CAROLINA

HARNETT COUNTY

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 SIX as is shown on a plat recorded on Map Book #2003, Pages #273-274, 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 SIX, 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 FOUR, PART SIX, ON PLAT RECORDED IN MAP BOOK #2003, PAGES #273-274 OF THE HARNETT COUNTRY, 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 ninety thousand dollars (\$90,000.00) 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 1,300 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 for the first floor of said dwelling unit. No pre-manufactured homes shall be located on any lot.

4. **Fences:** Fences shall be on the line from the rear corner of the home going to the 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 use 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, amintained, 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 pet 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 to 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 tje 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 proceeding at law or in equity, against any person violating or attempting to violate any covenat, 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 judgement or Court Order shall remain in full force and effect.

17. Notwithstanding anything contained herein, these restictive covenants mayu be amended at anyt ime by developer, heirs, or devisees, so long as developer owns a majoroty of the lots contained in Overhill Creek, Section Four, Part Six.

Dated: January 6, 2004

W.S. Wellons Corporation

  
William S. Wellons, Jr / President

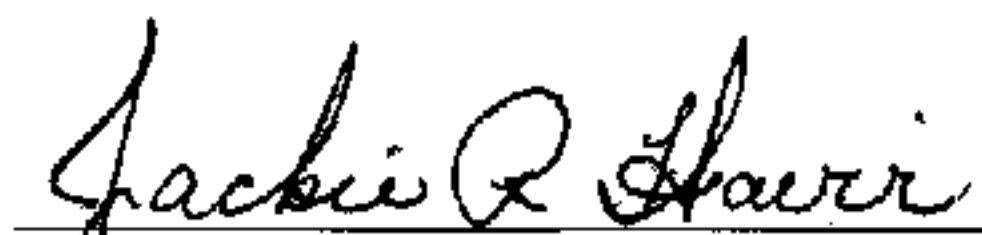
  
Charles R. Wellons, II / Secretary

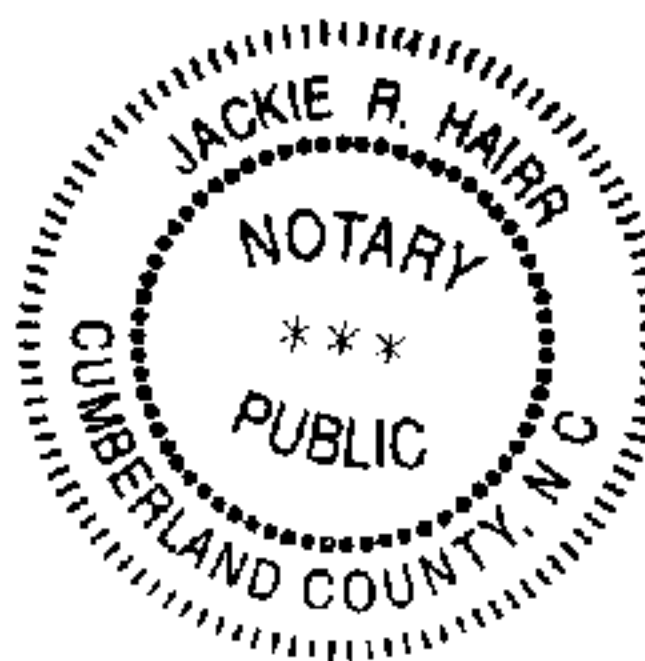
NORTH CAROLINA, Cumberland County

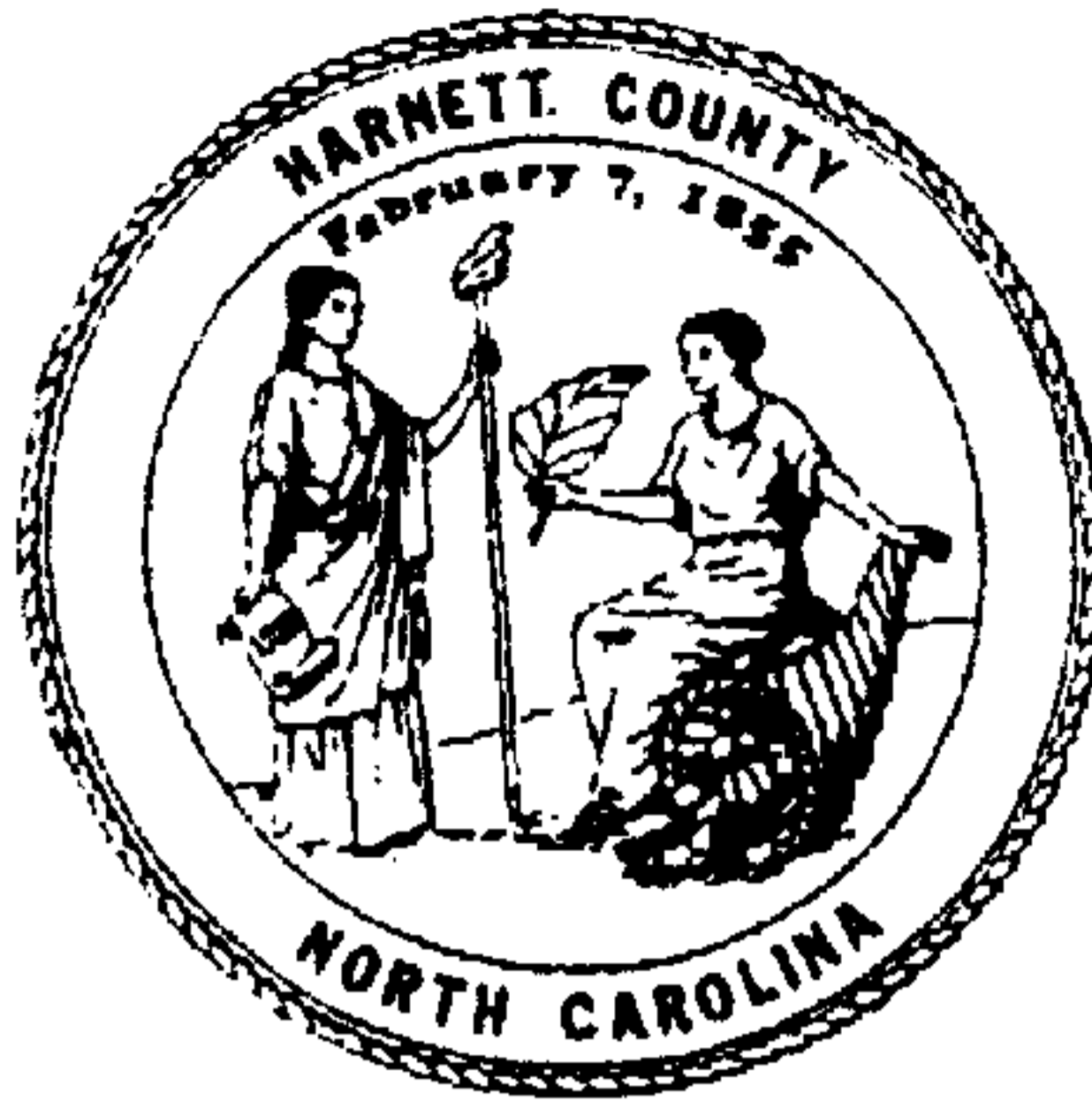
I, a Notary public of the County and State aforesaid, certify that Charles R. Wellons, II, personally came before me this day and acknowledged that he is the Secretary of W.S. Wellons Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation , the foregoing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

Witness my hand and official stamp or seal, this 6th day of January, 2004.

My Commission Expires: May 25, 2007

  
Jackie R. Hairr, Notary Public





KIMBERLY S. HARGROVE  
REGISTER OF DEEDS, HARNETT  
305 W CORNELIUS HARNETT BLVD  
SUITE 200  
LILLINGTON, NC 27546

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Filed For Registration: 01/12/2004 08:35:10 AM  
Book: RE 1877 Page: 616-618  
Document No.: 2004000430  
RESTR 3 PGS \$17.00  
Recorder: SHARON K FURR

\*\*\*\*\*  
State of North Carolina, County of Harnett

The foregoing certificate of JACKIE R. HAIRR Notary is certified to be correct. This 12TH of January 2004

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

By: Sharon K. Furr  
Deputy/Assistant Register of Deeds  
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**DO NOT DISCARD**



2004000430