

PIN# 0505-  
73-3710

STATE OF NORTH CAROLINA )  
 )  
 ) RESTRICTIVE COVENANTS FOR THE  
 ) J. A. SENTER TRACT  
COUNTY OF HARNETT ) PERIMETER PROPERTY

WHEREAS, The Gibson-Wall Company and Canal Land Company, (hereinafter "Owners") are the owners of a tract of land lying, being and situate in the County of Harnett, State of North Carolina, which has been subdivided into one acre residential lots, (hereinafter "property") and;

WHEREAS, the Owners of said property are desirous of subjecting said property to the Restrictive Covenants herein set forth, as a part of the plan for the development of said residential subdivision.

NOW THEREFORE, Owners do covenant with the purchasers their heirs or assigns of said property to hold and convey said property subject to the following Restrictive Covenants, said Restrictive Covenants being of record in the Office of the Register of Deeds for Harnett County, North Carolina and located in Deed Book 803, at page 716.

C O V E N A N T S

1. Said property shall be known and described as residential property; the same shall not be used for any purpose other than residential except as herein expressly permitted. It is expressly provided and agreed that no business or commercial activity shall be undertaken or conducted on any part of said property.

2. No structure or other facility designed or used for human occupancy shall be erected, altered, placed or permitted to remain on said property other than one (1) single-wide mobile home or one (1) double-wide mobile home or one (1) detached single-family dwelling. For said single-family dwelling, the heated ground floor of the main structure (exclusive of one story open porches and garages) shall contain not less than 1,000 square feet for a one-story dwelling, and not less than 800 square feet for a dwelling of more than one story.

Any mobile home placed on said property, must be less than eight (8) years old at time of placement. All mobile homes must be underpinned and have steps of a permanent type.

3. No unsightly structure of any kind, irrespective of the purpose for which designed or used, shall be erected, altered, placed or permitted to remain on said property. Furthermore, no used or secondhand building materials shall be used on the exterior walls or other exposed portions of any structure erected, altered or placed upon said property unless such used or secondhand material is neatly finished and painted in such manner as to leave such exterior wall or other portions of said structure in a uniform and attractive condition.

No structure of a temporary character (except mobile homes or extensions thereof) such as basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently, and no residence shall be built on any lot which does not contain a minimum of one (1) bath. That shall not, however, be construed as a restriction for storage buildings, one per lot, provided, however, that the same shall not be unsightly in the judgement of the other purchasers in said subdivision. Said storage buildings must be kept and placed





upon said property in a uniform and attractive setting and said storage buildings must be enclosed on all sides.

4. Said property shall not be subdivided into a lot smaller than one acre in size; nor shall purchasers re-subdivide said property into parcels less than one acre in size.

5. No mobile home, dwelling or other structure shall be located within thirty-five (35) feet of the front line of said property or within ten (10) feet of either side line or the rear line of said property. Said mobile home or dwelling or other structure shall be placed on said property in a uniform and attractive setting. For the purpose of this restriction, eaves and steps shall not be considered as a part of the building or mobile home.

6. No fence, wall or hedge rising or extending more than forty-eight (48) inches above the ground shall be installed, erected or maintained at any point within thirty-five (35) feet of the front line of said property.

7. No noxious or offensive trade or activity shall be carried on upon said lands, nor shall anything be done on said property which may be or become a nuisance to the neighborhood.

8. No cattle, swine, goats, mules, or other livestock shall be kept on said property and no animals of any type shall be bred or raised for sale, except that dogs, cats, and other small pets, ponies, burros and saddle horses may be kept thereon for the personal use and pleasure of the purchasers provided that no animal so permitted shall be kept under such circumstances that it constitutes a nuisance, annoyance, or menace to the neighborhood.

9. Any sewer or septic tank installed in or upon the said property must be approved by the North Carolina Department of Health and Environmental Control as well as any and all other governmental agencies, whether State, County or Federal, having any jurisdiction or regulatory authority over the installation and maintenance of sewers or septic tanks. Purchasers acknowledge that Owners have not made any representation or warranty as to the type of sewer or septic tank facilities which will be required or approved by the North Carolina Department of Health and Environmental Control, or any other governmental agency, for the use or installation upon said property.

10. Said property is conveyed and accepted subject to easements for electric, telephone, water, power and sewer lines and for drainage ways. No artificial or natural drainage way shall be obstructed or diverted by anyone other than Owners. Owners shall be entitled to divert or obstruct natural drainage ways and to install and relocate artificial drainage ways in such manner and to such extent as may in their sole discretion be necessary to properly control the flow of water in said subdivision.

11. Each dwelling and mobile home within said property shall be equipped with adequate plumbing and waterworks which shall be connected to water supply and disposal facilities for sewerage and other waste, all of which shall comply with specifications prescribed for same by the North Carolina Department of Health and Environmental Control or any County, State or Federal agency having jurisdiction of or regulatory authority over said property and the plumbing and waterworks thereon. There shall be no outside toilets on said property.



12. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similiar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pick up by governmental or similiar garbage and trash removal service units. In the event any purchaser of said property fails or refuses to keep said property free from any weeds, underbrush or other unsightly growth, then the Owners their successors or agent may enter upon said property five (5) days after posting a notice thereon, requesting the purchasers to observe this paragraph, and upon entry, remove all such unsightly items or growths at the purchaser's expense. No such entry shall be deemed a trespass. Owner's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or Owners shall do so at your expense. You are violating the restrictions."

13. No sign boards of any kind shall be constructed, placed or maintained on said property, except "for rent" and "for sale" signs, which signs shall not exceed two (2) feet by two (2) feet in size.

14. These restrictive covenants may be enforced by proceedings at law or in equity to restrain violation or to recover damages against any person violating any provision herein contained.

15. The invalidity of any provision hereof shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the other Purchasers of the property has been recorded, agreeing to change said covenants in whole or in part.

WITNESS its hand and seal this 8th day of May, in the year of our Lord one thousand nine hundred eighty-six and in the two hundred and tenth year of the Sovereignty and Independence of the United States of America.

THE GIBSON-WALL COMPANY AND CANAL LAND COMPANY

By: Charles W. Godfrey  
Charles W. Godfrey, as Agent and Attorney-in-Fact for The Gibson-Wall Company and Canal Land Company.

Jeanne Hickman  
Josephine Lee Larkin

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PERSONALLY appeared before me Jeanne Hickman, and made oath that s(he) saw present and saw the within named The Gibson-Wall Company and Canal Land Company by Charles W. Godfrey, Agent and Attorney-in-Fact, sign, seal and as their act and deed deliver the restrictive Covenants for the uses and purposes therein mentioned, and that Josephine Lee Larkin witnessed the execution thereof.

SWORN to and subscribed before me this 8th day of May 1986

Jeanne Hickman  
Notary Public  
My commission expires 1/16/95

Jeanne Hickman  
Witness

North Carolina-Harnett County

The foregoing certificate of Josephine Lee Haskin  
Notary Public of Harnett County is  
certified to be correct.

This 27 day of May, 1986

Gayle P. Holder HP  
Register of Deeds  
Harnett County, N. C.

FILED  
BOOK 103 PAGE 716-719  
MAY 27 8 48 AM '86  
GAYLE P. HOLDER  
REGISTER OF DEEDS  
HARNETT COUNTY, NC