

Warranty Deeds  
390

**NORTH CAROLINA**  
**Craven County**  
 I, E. C. Harper, a Notary Public for said County and State do hereby certify that Charlotte Giddens personally appeared before me this day and acknowledged that she is the Secretary of Airway Moving & Storage Inc., a corporation, and that by authority duly given, and as an act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal, and attested by herself as its Secretary.  
 Witness my hand and notarial seal this 17 day of June, 1969.  
 E. C. Harper  
 Notary Public

My commission expires March 4, 1970  
 N. P. Seal.

**NORTH CAROLINA**  
**Onslow County**  
 The foregoing certificate of E. C. Harper is certified to be correct.  
 This 23 day of June, A. D. 1969.

Mildred M. Thomas, Register of Deeds.  
 Filed for registration 10 o'clock A.M. June 23, 1969, and duly recorded June 23, 1969.  
 Mildred M. Thomas, Register of Deeds.

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 D. L. PHILLIPS INVESTMENT BUILDERS INC.  
 TO  
 COUNTRY CLUB ACRES SECTION V June 23, 1969

**NORTH CAROLINA**  
**Onslow County**  
**DECLARATION OF RESTRICTIONS**

WHEREAS, D. L. Phillips Investment Builders, Inc., H. G. Phillips and wife, Marian E. S. Phillips, trading and doing business as a partnership under the trade name of Country Club Developers, are the owners of that certain property known as Country Club Acres Section V as shown on a map thereof duly filed for registration in the office of the Register of Deeds of Onslow County, North Carolina, said map made by Tidewater Associates, Inc., Engineers, dated June, 1969, and recorded in Map Book 11, Page 45, Onslow County Registry, and

WHEREAS, the said owners of said property desire now for the use and benefit of themselves, their heirs and assigns, and their future grantees to place and impose certain conditions and restrictions on all of the lots shown on said map or plat;

NOW, THEREFORE, in consideration of the premises, the owners, for themselves, their heirs, executors, successors and assigns, and their future grantees, do place and hereby impose on all of the lots of land shown on that certain map aforesaid of Country Club Acres Section V, the following conditions and restrictions:

1. All lots shall be used for residential purposes only, and no building shall be erected, placed or permitted to remain on any lot other than one single family dwelling;
2. The floor area shall not be less than 1400 sq. ft. of ground floor space of a one story dwelling and not less than 1000 sq. ft. of ground floor space of a two story dwelling on all lots except Lot 3, Block A, on which lot the floor area shall not be less than 1700 sq. ft. of ground floor space of a one story dwelling and not less than 1100 sq. ft. of ground floor space of a two story dwelling. The minimum ground floor area herein referred to shall not include basements, attics, garages or open porches of any type. No building shall be located on any of said lots nearer than the minimum set back line (building line) as shown upon that certain map entitled "Country Club Acres Section V", which map is recorded in Map Book 11, Page 45, Onslow County Registry. No building shall be located on any of said lots nearer than 15 feet to the side lot line.
3. Regardless of any other provisions hereof there shall be a tolerance or variation of no more than 10 per cent as to the front and side set back lines but such tolerance or variation shall be allowed only with the written consent of said owners.
4. No asbestos siding, concrete block or cinder block shall be used on the exterior facing of any building, except for decorative or aesthetic purposes and in that event shall represent not more than five (5%) per cent of the surface on any one elevation of the building.
5. No lot shall be subdivided by sale or otherwise except to increase the size of an adjacent lot in which event the remainder shall be sold or otherwise as a part of the lot adjacent to it.
6. No residence of a temporary nature shall be erected or allowed to remain on any lot and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently.
7. That until such time as a public sanitary sewer system or community sanitary sewer system operated under legally constituted authority is available, sewage disposal shall be only by septic tank which meets the North Carolina State Board of Health approval, as soon as such public or community sanitary sewer system is available, no more septic tanks shall be installed on any lots. No septic tank, the condition of which becomes

unsanitary or detrimental to the health of the residents, after a public or community sanitary sewer system becomes available, shall be repaired for the purpose of continued use thereof, but said unsanitary and unhealthful conditions shall be abated and alleviated by immediate connection with said public or community sewer system.

8. No animals or live stock of any kind shall be raised, bred or maintained on any lot except household pets such as cats and dogs.

9. No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces, and on a corner lot, buildings may be erected so as to face the intersection of two street upon which the lot abuts.

10. No sign boards of any description shall be displayed on any lot, with the exception of signs "for rent" or "for sale" which signs shall not exceed 2 ft x 3 ft. in size.

11. No noxious, offensive, or illegal activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance of nuisance to the neighborhood.

12. Servant houses and other out buildings may be constructed on the said lots after the residence has been completed.

13. The parties hereto reserve drainage easements as shown upon said map entitled "Country Club Acres Section V" and recorded in Map Book 11, Page 45, Onslow County Registry, and also reserve an easement over the front 10 ft. of each lot and in the area shown as drainage easements along the rear of said lots on the map hereinabove referred to for the purpose of installing public utility service.

14. 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 25 years from the date these covenants are recorded, and after the time, these covenants shall be extended, automatically for successive periods of ten years, unless an instrument signed by a majority of all of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

15. These restrictions shall cover all lots in Blocks A, B, C, D, and F, as shown on a map entitled "Country Club Acres Section V" recorded in Map Book 11, Page 45, Onslow County Registry.

Nothing contained herein shall be held or construed to impose any restrictions or easements on any land of the said D. L. Phillips Investment Builders, Inc., H. G. Phillips and wife, Marian K. S. Phillips, other than shown on the map hereinabove referred to.

IN TESTIMONY WHEREOF, the said D. L. Phillips Investment Builders, Inc. has caused this instrument to be signed in its corporate name by its President, attested to by its Secretary and has caused its corporate seal to be hereto affixed, all by authority of its Board of Directors duly given, and the said H. G. Phillips and wife, Marian K. S. Phillips, have hereunto set their hands and seals, this the 19th day of June, 1969.

D. L. PHILLIPS INVESTMENT BUILDERS, INC.  
BY D. L. Phillips (SEAL)  
President  
H. G. Phillips (SEAL)  
Marian K. S. Phillips (SEAL)

ATTEST: John C. Rosser  
Secretary

CORPORATE SEAL

NORTH CAROLINA:

MECKLENBURG COUNTY

This 19th day of Jan. 1969, before me Donald D. Suttles, a Notary Public, personally came D. L. Phillips, who, being by me duly sworn, says that he is President of D. L. Phillips Investment Builders, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of the said corporation.

Witness my hand and notarial seal, this 19th day of June, 1969.

Donald D. Suttles  
Notary Public

My commission expires: 6-29-69  
N. P. Seal.

NORTH CAROLINA  
ONSWLOW COUNTY

I, Dolly S. Burton, a Notary Public, do hereby certify that H. G. Phillips and wife, Marian K. S. Phillips, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 20th day of June, 1969.

Dolly S. Burton  
Notary Public

My commission expires: 4-4-71  
N. P. Seal.