

DECLARATION July 17, 1964

CRESTMONT BUILDERS, INC., ET AL
TO
SECTION II, CARDINAL VILLAGE SUBDIVISION

NORTH CAROLINA:
ONSLow COUNTY:

SECTION II
CARDINAL VILLAGE SUBDIVISION

THIS DECLARATION, made this 29th day of June, 1964 by and between Crestmont Builders, Inc. and Precision Building & Realty Co., both North Carolina corporations, hereinafter called the "Declarants"; J.T. Gresham, Jr., Trustee; Albert J. Ellis, Trustee; Alex Warlick, Jr., Trustee; Floyd H. Williams and wife, Anne C. Williams; Goodyear Mortgage Corporation, Goodyear Capital Corporation and Oak Building, Inc., all North Carolina corporations.

WITNESSETH: That whereas the Declarants are the owners of the real property described in Article I of this Declaration and are desirous of subjecting said property to the protective covenants hereinafter set forth each and all of which is and are for the benefit of such property and for each owner thereof and shall inure to the benefit of and pass and run with said property, each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof; and,

WHEREAS, the said Albert J. Ellis, Trustee; Alex Warlick, Jr., Trustee; and J.T. Gresham, Jr., Trustee, join in the execution of this Declaration for the purpose of subordinating to this Declaration the liens of any deeds of trust wherein either of them may appear as Trustee; and,

WHEREAS, Oak Building, Inc., Goodyear Mortgage Corporation, Goodyear Capital Corporation, and Floyd H. Williams and wife, Anne C. Williams, join in the execution of this Declaration for the purpose of subordinating to this Declaration the lien of any deed of trust which either of them may hold or have any interest in, affecting said property; and,

WHEREAS, Crestmont Builders, Inc., in addition to signing as one of the owners and Declarants, also signs for the purpose of subordinating to this Declaration the lien of any deed of trust it holds on said property or any interest it may have in any such deed of trust;

NOW, THEREFORE, the Declarants hereby declare that the real property described in and referred to in Article I hereof, is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed, subject to the protective covenants set forth in the articles of this Declaration, is located in Jacksonville Township, Onslow County, North Carolina, and more particularly described as follows:

Being all of those lots in Blocks E, F, G, H, I, J, K, L, M, N and O as shown on a plat designated "Section II, Cardinal Village Subdivision, Jacksonville, North Carolina", prepared by L.T. Mercer, Registered Surveyor, and recorded in Map Book 8, Page 71, Onslow County Registry, and to which map reference is made for a fuller and more accurate description.

ARTICLE II

No lot shall be used except for residential purposes. No building shall be located, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III

No dwelling shall be permitted on any lot at a cost of less than Eight Thousand Five Hundred Dollars (\$8,500.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assume that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages shall not be less than 950 square feet for a one story dwelling nor less than 800 square feet for a dwelling of more than one story.

ARTICLE IV

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot near than 35 feet to the front lot line nor nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line except that no side yard shall be required for garage or other permitted accessory building located 100 feet or more from the minimum building set back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided,

572

however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE V

No dwelling shall be erected or placed on any lot having a width less than 70 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 11,250 square feet.

ARTICLE VI

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

ARTICLE VII

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

ARTICLE VIII

Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot, and easements for drainage and utilities are reserved as shown and designated on the plat of said property hereinabove referred to.

ARTICLE IX

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, after which time said covenants shall be automatically extended for successive periods of 10 years unless the instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE X

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XI

Invalidation of any of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, J.T. Gresham, Jr., Trustee; Alex Warlick, Jr., Trustee; Albert J. Ellis, Trustee; and Floyd H. Williams and wife, Anne C. Williams, have hereunto set their hands and seals the day and year first above written; and, Precision Building & Realty Co.; Oak Building, Inc.; Crestmont Builders, Inc.; Goodyear Mortgage Corporation; and Goodyear Capital Corporation have caused these presents to be signed in their corporate names by their Presidents or Vice-Presidents, and their corporate seals affixed, all by authority of their Board of Directors duly recorded, the day and year first above written.

J.T. Gresham, Jr., Trustee (SEAL)
Alex Warlick, Jr., Trustee (SEAL)
Albert J. Ellis, Trustee (SEAL)
Floyd H. Williams (SEAL)
Anne C. Williams (SEAL)

CORPORATE SEAL

Attest: Helen T. Lattimore, Sec.

PRECISION BUILDING & REALTY CO.
By: George F. Lattimore, Jr., Pres.

CORPORATE SEAL

Attest: Helen T. Lattimore, Sec.

OAK BUILDING, INC.
By: George F. Lattimore, Jr., President

CORPORATE SEAL

Attest: Helen H. Watson,
Asst. SecretaryCRESTMONT BUILDERS, INC.
By: W.J. Darnell

CORPORATE SEAL

Attest: Jean L. Mann, Secretary

GOODYEAR MORTGAGE CORPORATION
By: Geo. S. Goodyear, President

CORPORATE SEAL

Attest: Lewis H. Parham,
SecretaryGOODYEAR CAPITAL CORPORATION
By: Geo. S. Goodyear, President

Warranty Deeds
33a

573

NORTH CAROLINA:
ONSLOW COUNTY:

Personally appeared before me this date, J.T. Oreshan, Jr., Trustee; Alex Warlick, Jr., Trustee; Albert J. Ellis, Trustee; and Floyd H. Williams and wife, Anne C. Williams, who acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 18th. day of July, 1964.

N.P. Seal
My com. exp: March 6, 1966.

Elizabeth M. Burns, Notary Public

NORTH CAROLINA:
WAKE COUNTY:

I, E.F. Roberts, Notary Public, certify that George F. Lattimore, Jr. personally came before me this day and acknowledged that he is President of Precision Building & Realty Co. and Oak Building, Inc., corporations, and that by authority duly given and as the act of each corporation, the foregoing instrument was signed by him as President of each corporation, sealed with the corporate seal of each company, and attested to by the Secretary of each corporation.

Witness my hand and notarial seal, this the 8 day of July, 1964.

N.P. Seal
My com. exp: 2-14-65.

E.F. Roberts, Notary Public

NORTH CAROLINA:
MECKLENBURG COUNTY:

I, Ruth B. Moody, Notary Public, certify that W.J. Darnell personally came before me this day and acknowledged that he is President of Crestmont Builders, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him as President, sealed with its corporate seal, and attested to by its Secretary.

Witness my hand and notarial seal, this the 1st day of July, 1964.

N.P. Seal
My com. exp: Nov. 1, 1965.

Ruth B. Moody, Notary Public

NORTH CAROLINA:
MECKLENBURG COUNTY:

I, Helen H. Watson, Notary Public, certify that Geo. S. Goodyear personally came before me this day and acknowledged that he is President of Goodyear Mortgage Corporation, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him as President, sealed with its corporate seal, and attested to by its Secretary.

Witness my hand and notarial seal, this the 1st day of July, 1964.

N.P. Seal
My com. exp: May 14, 1966.

Helen H. Watson, Notary Public

NORTH CAROLINA:
MECKLENBURG COUNTY:

I, Helen H. Watson, Notary Public, certify that Geo. S. Goodyear personally came before me this day and acknowledged that he is President of Goodyear Capital Corporation, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him as President, sealed with its corporate seal, and attested to by its Secretary.

Witness my hand and notarial seal, this the 1st day of July, 1964.

N.P. Seal
My com. exp: May 14, 1966.

Helen H. Watson, Notary Public

NORTH CAROLINA:
ONSLOW COUNTY:

The foregoing certificates of Elizabeth M. Burns, Notary Public of Onslow County, N.C., E.F. Roberts, Notary Public of Wake County, N.C., Ruth B. Moody, Notary Public of Mecklenburg County, N.C. and Helen H. Watson, Notary Public of Mecklenburg County, N.C., are adjudged to be correct and sufficient. Let the instrument together with the certificates be registered.

Witness my hand this the 17th. day of July, 1964.

Nora E. Phillips, Asst. Clerk Superior Court

Filed for registration 3 o'clock P.M. July 17, 1964 and duly recorded July 17, 1964.

Mildred M. Thomas, Register of Deeds