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JACKSONVILLE HOUSING COMPANY, INC. DECLARATION OF RESTRICTIONS 6-13-56
AND
COUNTRY CLUB ACRES

NORTH CAROLINA:
ONCLOW COUNTY:

WHEREAS D. L. Phillips and wife Louise E. Phillips, of Macklenburg County, North Carolina, Jacksonville Housing Company, Inc., and Chaney Development Company, both North Carolina Corporations, are the owners of that certain property known as Country Club Acres as shown on a map thereof duly filed for registration in the Office of the Register of Deeds for Onslow County, North Carolina, said map made by Davis & DeBerry, Registered Surveyors, dated June 11, 1956, 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 said D. L. Phillips and wife, Louise E. Phillips, Jacksonville Housing Company, Inc. and Chaney Development Company, 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, 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 1200 square feet of ground floor space of a one story dwelling and not less than 900 square feet of ground floor space of a two story building. 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 60 feet from the front lot line nor nearer than 25 feet to the side lot line;
3. No lot shall be sub-divided by sale or otherwise so as to reduce the total lot area shown on the above referred to map.
4. 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;
5. That until such time as municipal sanitation sewer system is available, sewer disposal shall be only by septic tank which meets the North Carolina State Board of Health approval, as soon as municipal sanitation 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 municipal sanitation 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 service in connection with said municipal sanitation sewer system,
6. 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;
7. 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 streets upon which the lot abuts;
8. No sign boards of any description shall be displayed on any lot, which the exception of signs "for rent" or "for sale", which signs shall not exceed 2' x 3' in size.
9. 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 or nuisance to the neighborhood;
10. Servant houses and other out buildings may be constructed on the said lots after the residence has been completed.
11. The parties hereto reserve an easement along the front and rear of each lot for the purpose of installing public utility service;
12. 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 that 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.
13. These Restrictions shall cover all lots in Blocks Nos. 1, 2, 3, 4, 5, 6 and 7, Except Lot 13 in Block 1. The said line restriction shall not apply on the south side of said lot.

Nothing contained herein shall be held or construed to impose any restrictions or easements on any land of the said Louise E. Phillips, and wife Louise E. Phillips, Jacksonville Housing Company, Inc., or Chaney Development Company other than shown on the maps hereinabove referred to.

IN WITNESS WHEREOF the said D. L. Phillips and wife, Louise E. Phillips have hereunto set their hands and seals, this the 11 day of June, A. D. 1956, and the said Jacksonville Housing Company, Inc., and Chaney Development Company have caused these presents to be signed in their names by their Presidents, and their Corporate seal to be hereto affixed and attested by their Secretaries, the 11 day of June, 1956, and all in pursuance of authority duly given by resolution of the Board of Directors of the said Corporations.

Jacksonville Housing Company
CORP SEAL:

Attest: Louise E. Phillips
Secretary

D. L. Phillips (Seal)
Louise E. Phillips (Seal)

Jacksonville Housing Company, Inc.
By: D. L. Phillips, President

Chaney Development Inc.
CORP SEAL:

Attest: Louise E. Phillips
Secretary

Chaney Development Company
By: D. L. Phillips, President

NORTH CAROLINA:
MECKLENBURG COUNTY:

I, Constance McLeod, a Notary Public in and for said County and State, do hereby certify that D. L. Phillips, and Louise E. Phillips, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 12th day of June, 1956.

N. P. Seal
My Com. Exp: Oct. 4, 1957

Constance McLeod, Notary Public

NORTH CAROLINA:
MECKLENBURG COUNTY:

This 12th day of June, A. D. 1956, personally came before me Constance McLeod, a Notary Public in and for said County and State, D. L. Phillips, who being by me duly sworn says, that he is the President of Jacksonville Housing Company, Inc., and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said D. L. Phillips acknowledged the said writing to be the act and deed of said Corporation.

N. P. Seal
My Com. Exp: Oct. 4, 1957

Constance McLeod, Notary Public

NORTH CAROLINA:
MECKLENBURG COUNTY:

This 12th day of June, A. D. 1956, personally came before me, Constance McLeod, a Notary Public in and for said County and State, D. L. Phillips, who being by me duly sworn says, that he is the President of Chaney Development Company, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said D. L. Phillips acknowledged the said writing to be the act and deed of said Corporation.

N. P. Seal
My Com. Exp: Oct. 4, 1957

Constance McLeod, Notary Public

NORTH CAROLINA:
ONCLOW COUNTY:

The foregoing certificate of Constance McLeod a Notary Public of Mecklenburg County is adjudged to be correct and sufficient. Let the instrument together with certificate be registered.

Witness my hand and seal this the 13 day of June, 1956.

Betty Ann Garrett, Deputy Clerk of Superior Court.

Filed for registration at 11 o'clock A. M. June 13, 1956 and duly recorded June 13, 1956.

Mildred M. Thomas, Register of Deeds.

VERNIE G. BRYAN AND WIFE, ZOA
AGNESS BRYAN,
TO
DURWOOD HUMPHRY NORTH AND WIFE,
LEONA STEVENS NORTH

WARRANTY DEED 6-13-56

NORTH CAROLINA:
ONCLOW COUNTY:

THIS DEED, made this 27th day of May, 1952, by Vernie G. Bryan and wife, Zoa Agness Bryan, of the County of Onslow and STATE OF North Carolina of the first part, to Durwood