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Prepared by and return to: Herbert H. Thorpe and CLARKE
P. O. Box 670, Fayetteville, NC

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GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

NORTH CAROLINA
CUMBERLAND COUNTY

RESTRICTIVE COVENANTS
HARRIS PLACE ADDITION

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KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, King Model Homes Construction Company, Inc., of Cumberland County, North Carolina, hereinafter called the "OWNERS", is the owner of the property known as HARRIS PLACE ADDITION, plat of which is duly recorded in Book of Plats 88, Page 16, Cumberland County Registry; and

WHEREAS, the owners desire to increase the stability and appeal of the property in HARRIS PLACE ADDITION, located in Seventy First Township, Cumberland County, North Carolina;

NOW THEREFORE, the owner, King Model Homes Construction Company, Inc., hereby covenants and agrees to and with all persons, firms, or corporations, now owning or hereinafter acquiring title to any lot or lots included in said subdivisions, that all of said lots in HARRIS PLACE ADDITION, shall be, and the said land now is to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with the said land by whomsoever owned, to-wit:

1. No residence house shall be built on any lot which has less than 720 square feet of floor space, exclusive of porches, or less than four rooms and bath and shall be built of all new materials, masonry or frame, and only one residence be on any lot.
2. No trailer shall be placed on said premises to be used for residential purposes.
3. No automobile or motor vehicles may be dismantled or repaired on said property; no mechanically defective automobile, motor vehicles, mechanical devise, machine, machinery or junk cars, shall be placed or allowed to remain on said property at any time.
4. All lots in said subdivisions are restricted to residential use only and no outside toilets may be constructed on said property.
5. No livestock of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
6. The word "lot" as used in this instrument shall mean a lot as shown on the plat described above, and no such lot shall be subdivided by any owner to defeat any restriction in this instrument.
7. Houses in this subdivision may be constructed under the North Carolina, Cumberland County R-10 Ordinance permitting zero lot line construction, in the event structures are placed within at least 5 feet of the lot line, then and in that event maintenance easements must be a minimum of 5 feet on the adjoining lot.
8. These covenants are to run with the land and shall be binding upon all of the parties and persons claiming under them until January 17, 2015.
9. If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situate in said platted area, to prosecute.
10. No fence measuring more than 48 inches from the ground shall be erected or allowed

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to remain upon any building lot; a chain link fence measuring no more than 48 inches from the ground may be erected in the area between the rear of the house and the rear property line.

11. Invalidation of any one 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.

12. The developer reserves the right to subject the real property in this subdivision to a contract with Lumbee Electric Membership Corporation for the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Lumbee Electric Membership Corporation by the owner of each building.

13. Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by King Model Homes Construction Company, Inc., its heirs or devisees, so long as King Model Homes Construction Company, Inc., its heirs or devisees own a majority of the lots contained in HARRIS PLACE ADDITION, Book of Plats 88, Page 16, Cumberland County Registry.

TO THE TRUE AND FAITHFUL PERFORMANCE of these covenants and agreements, the owner King Model Homes Construction Company, Inc. has caused this instrument to be executed this the 17th day of January, 1995.



ATTEST
(Corporate Seal)
[Signature]
Secretary

KING MODEL HOMES CONSTRUCTION COMPANY, INC.

BY: *[Signature]*
President

NORTH CAROLINA
CUMBERLAND COUNTY

I, Vanessa King Lockamy, a Notary Public in and for said County and State, do hereby certify that Michael H. Steadman personally appeared before me this day and acknowledged that he is the Secretary of KING MODEL HOMES CONSTRUCTION COMPANY, INC., 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 its corporate seal and attested by himself as its Secretary.

WITNESS My hand and Notarial Seal, this the 17th day of January, 1995.



[Signature]
NOTARY PUBLIC

The foregoing Certificate(s) of Vanessa King Lockamy

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant - Register of Deeds