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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVERDECLARATION OF RESTRICTIONS  
HARMONY COVE

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jimmie L. Suggs, Jr. and Janice E. Suggs are the OWNERS of all of the interest and equity in that certain tract of land known as Harmony Cove, and it is the desire of the undersigned, the DEVELOPER, of this land, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

34 NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in Harmony Cove, that all of the lots in said subdivision as shown on a map recorded in Map Book 32, at Page 92, of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

2. No residence smaller than 1100 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, or their designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be

used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants.

4. Since the establishment of standard inflexible building, setback lines for location of houses on lots tends to force construction of houses directly to the side of the other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, Jimmie L. Suggs, Jr. and Janice E. Suggs reserve the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distances established by applicable New Hanover County ordinances.

On corner lots, the side having the least frontage shall be considered the front lot line of said lot.

5. No house trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No fence shall be erected on any lot nearer the front street line than the rear corners of the house erected on said lot, and all fences erected shall be of wood or chain link type composition.

7. All buildings, structures, and their appurtenances shall be maintained in a suitable state or repair, and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.

8. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that on sign of not more than five square feet in area may be used to advertise a complete dwelling for sale. No

"For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the OWNER/DEVELOPER used to identify and advertise the subdivision as a whole, or by a contractor for any item of work being performed on a given lot.

9. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

10. All potable water to be used in said subdivision shall be obtained from the Community Water System, unless other sources are approved by the City-County Board of Health and the owner of the Community Water System, or their successors. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter.

11. No yard sales or garage sales shall be permitted upon any lot in this Development.

12. Sewage disposal shall be only by tapping onto the County of New Hanover sewer system.

13. All building plans for residences must be approved, prior to construction, by the DEVELOPER or an agent appointed by the DEVELOPER. No lot may be clear cut or substantially cleared without the express written consent of the DEVELOPER.

14. No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on the property. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.

15. The Buyer or Purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street and clear of any unsightly objects, and in the

event that the Buyer or Purchaser of any lot with in the said Subdivision breaches this restriction, the DEVELOPER reserves the right to enter upon the said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at owner's expense.

16. The DEVELOPER reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and /or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.

17. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible form the street, except on garbage pick-up days.

18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

19. If the parties hereto, or any of them, or their heirs and assigns shall violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said Harmony Cove to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.

20. At any time prior to May 1, 1993, these restrictions may be amended by Jimmie L. Suggs, Jr. and Janice E. Suggs at their discretion, but not to impair the property value of the lot owners. Thereafter, these restrictions may be amended by vote of the owners of two-thirds (2/3's ) of the lot in Harmony Cove.

21. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of Jimmie L. Suggs, Jr. and Janice E. Suggs, for

a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 5 day of March, 1992.

[Signature] (SEAL)  
Jimmie L. Suggs, Jr.

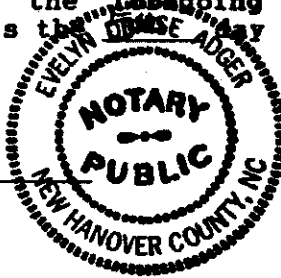
[Signature] (SEAL)  
Janice E. Suggs

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Evelyn Denise Adger, a Notary Public of the county and State aforesaid do hereby certify that Jimmie L. Suggs, Jr. and Janice E. Suggs, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 5 day of March, 1992.

[Signature]  
Notary Public  
My Commission Expires: October 23, 1996



STATE OF NORTH CAROLINA

New Hanover County

The Foregoing/ Annexed Certificate(s) of

EVELYN DENISE ADGER

Notary (Notaries) Public is/ are certified to be correct.

This the 23 day of March 1992

Rebecca Tucker Christian, Register of deeds  
by [Signature]  
Deputy/Assistant