

NORTH CAROLINA

ALAMANCE COUNTY

RESTRICTIVE COVENANTS FOR LAKEVIEW ESTATES, GRAHAM TOWNSHIP, ALAMANCE COUNTY, A PLAT OF WHICH IS DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR ALAMANCE COUNTY, NORTH CAROLINA IN PLAT BOOK 16 AT PAGE 53.

KNOW ALL MEN BY THESE PRESENTS THAT ARCHDALE AUCTION COMPANY A NORTH CAROLINA CORPORATION WITH ITS PRESENT OFFICE IN RANDOLPH COUNTY. THE OWNERS AND DEVELOPERS OF THE SUBDIVISION KNOWN AS LAKEVIEW ESTATES, A MAP OF WHICH IS DULY RECORDED IN THE REGISTER OF DEEDS OFFICE IN PLAT BOOK 16, AT PAGE 53 DO HEREBY COVENANTS AND AGREE WITH ALL PERSONS, FIRMS OR CORPORATIONS, NOW OWNING OR HEREINAFTER ACQUIRING ANY PROPERTY IN SAID SUBDIVISION, THAT ALL LOTS IN SAID SUBDIVISION ARE HEREBY SUBJECT TO THE FOLLOWING RESTRICTIONS AS TO THE USE THEREOF:

The Restrictions imposed hereby are as follows:

1. No business of any kind shall be permitted on this property. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories in height and a private garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive of one story open porches and garages, that shall be less than 1200 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story.
3. No imitation siding may be used on any dwelling and no cement blocks can be left showing from outside appearance.
4. No residence shall be built near the front property line than 40 feet nor nearer the side line than 10 feet.
5. No residence shall be built upon any lot of less than 20,000 square feet.
6. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailers, basement, tent, shell homes, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
9. No animals, livestock, or poultry 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 purpose.

10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. All sewage disposal shall be made through the use of approved septic tanks.

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

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

14. 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.

IN WITNESS THEREOF THE SAID ARCHDALE AUCTION COMPANY HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREINTO AFFIXED, THIS THIRTEENTH DAY OF AUGUST, 1966.

ATTEST:

B.L. Clodfelter Secretary By John W. Albertson President

STATE OF NORTH CAROLINA

COUNTY OF Swain

I, Frances Hussy, a Notary Public for the above State and County, hereby certify that B.L. Clodfelter personally came before me this day and acknowledged that he is Secretary of Archdale Auction Co., a corporation, and that by authority duly given and as the act of said corporation the foregoing and annexed instrument was signed in its name by John W. Albertson, its President, sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and official seal this the 16 day of August, 1966.

Frances Hussy
Notary Public

NORTH CAROLINA - Alamance County

The foregoing certificate of Frances Hussy Notary or Notaries Public of the governmental units designated, is or are adjudged to be correct. Let the instrument, with the certificates, be registered.

Commission Expires 7-26-68

This 17th day of August, 1966

Filed for record at 9:00 o'clock A. M. on 8-17-66 Book No. _____ Page _____

\$2.50 pd. Catherine Sykes
Deputy Clerk of Superior Court

This the _____ day of _____, 19____
North Carolina, Alamance County. D. B. PARIS
Register of Deeds

By Mac Jingen
Assistant Deputy