

BOOK 1574 PAGE 415

NORTH CAROLINA, COUNTY OF Wake

KNOW ALL MEN BY THESE PRESENTS that Gibraltar Construction Company a corporation organized and existing under the laws of the State of North Carolina with its principal office and place of business in the City of Greensboro, North Carolina, does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in Section V-A of Lakemont, Raleigh Township, Wake County, North

Carolina, as shown by plat recorded in Plat Book 1963, page 158, in the Office of the Register of Deeds of Wake County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential, street, and park purposes. No building shall be erected, 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.

2. DWELLING SIZE: No dwelling shall be permitted, costing less than \$10,000.00, based on current building costs and having a ground area of the main structure, exclusive of one-story open porches and garages, of less than 1,100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story, including "split-level" dwellings.

3. BUILDING SETBACK: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and porches and carports shall not be considered as part of a building, provided however that this shall not be construed to permit any portion of building on lot to encroach upon another lot. Deviations from building line restrictions not in excess of 10% shall not be construed as a violation of these covenants.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width at the building line of less than 75 feet nor shall any dwelling be erected or placed on any lot having an area of less than 10,500 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet and each side five feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Gibraltar Construction Company reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

6. WAIVER OF VIOLATION: Gibraltar Construction Co. may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

7. NUISANCES: No noxious or offensive activity 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.

8. TEMPORARY STRUCTURES: 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.

9. TERM: 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 ten 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.

10. ENFORCEMENT: Enforcement shall be by proceedings 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.

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

IN WITNESS WHEREOF, Gibraltar Construction Company has caused this deed to be signed in its corporate name by its president and attested by its assistant secretary, and sealed with its common seal, on the 4th day of November, 1963.

ATTEST:

GIBRALTAR CONSTRUCTION COMPANY

Assistant Secretary

BY:

Roger P. Kavanagh, Jr., President

NORTH CAROLINA, COUNTY OF GUILFORD

This the 4th day of November, 1963, personally came before me Carolyn Pray, a Notary Public in and for the County and State aforesaid, Assistant Secretary,

who being by me duly sworn, says: That he knows the Common Seal of Gibraltar Construction Company and is acquainted with Roger P. Kavanagh, Jr., who is the President of the said corporation, and saw the President sign the foregoing instrument, and that he, the said Assistant Secretary as aforesaid, affixed said seal to said instrument and that he signed his name in attestation of the execution of said contract in the presence of the said President of the said corporation.

My commission expires January 19, 1964

Notary Public

STATE OF NORTH CAROLINA—WAKE COUNTY

A Notary Public of Guilford County, State of North Carolina

The foregoing certificate of Carolyn Pray is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 5th day of November, 1963

Clerk Superior Court

Filed for registration at 11:30 A.M. o'clock 5 day of Nov, 1963and registered in the office of the Register of Deeds for Wake County,in Book 1574, Page 415, 1963John Peter Sep, W.F. Booher

Register of Deeds