

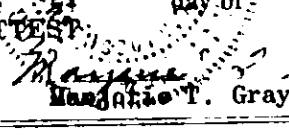
BOOK **1485** PAGE **89**

NORTH CAROLINA, COUNTY OF **WAKE**

KNOW ALL MEN BY THESE PRESENTS that **GIBALTAR 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 **II** of **Lakemont** Raleigh Township, Wake County, North Carolina, as shown by plat recorded in Plat Book **1961**, page **99**, 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 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 ~~ground~~ area of the main structure, exclusive of one story open porches and garages, of less than **1100** square feet.
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 **35** 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.
6. 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.
7. 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.
8. 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 twenty-five 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.
9. 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.
10. 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 TESTIMONY WHEREOF, **GIBALTAR CONSTRUCTION COMPANY** has caused this deed to be signed in its corporate name by its president and attested by its secretary, and sealed with its common seal, on the **21** day of **November**, 19 **61**.

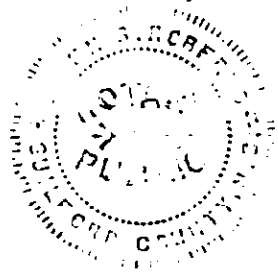
ATTEST:  **Margaret T. Gray**, Assistant Secretary

By  **Roger P. Kavanagh, Jr.**, President

NORTH CAROLINA, COUNTY OF GUILFORD

This the **22** day of **December**, 19**61**, personally came before me, **Ellen S. Roberts**, a Notary Public in and for the County and State aforesaid, **Margaret T. Gray**, Assistant Secretary, who being by me duly sworn, says: That (s)he knows the Common Seal of **Gibaltar Construction Company** and is acquainted with **Roger P. Kavanagh, Jr.**, who is the President of the said corporation, and that (s)he, the said Assistant Secretary as aforesaid, affixed said seal to said instrument and that (s)he signed her name in attestation of the execution of said contract in the presence of the said President of the said corporation.

My commission expires: **March 16, 1962** **Ellen S. Roberts** Notary Public



STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of **Ellen S. Roberts**
Notary Public of Guilford County, State of **North Carolina**
is adjudged to be correct. Let the instrument
with the certificates, be registered.

WITNESS my hand this the **5** day of
December, 19**61**.

Bretten D. Smith
Clerk Superior Court

NORTH CAROLINA, WAKE COUNTY:

Filed for registration at **12:30 P.M.** O'clock **Dec. 5, 1961** and
registered in the Office of the Register of Deeds of Wake County in
Book **1485** Page **89** 19**61**

By **W. F. Booche** Register of Deeds
B. M. Kavanagh, Jr. Deputy