

BOOK 1485 PAGE 89

NORTH CAROLINA, COUNTY OF WAKE
KNOW ALL MEN BY THESE PRESENTS that GIBALTAR CONSTRUCTION COMPANY
corporation organized and existing under the laws of the State of North Carolina with its principal office and place of busi-
ness in the City of Greensboro, North Carolina, does hereby covenant and agree to and with all persons, firms and corpora-
tions 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 re-
strictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whom-
soever 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 build-
ing 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 mainte-
nance 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 improve-
ments in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public auth-
ority 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 own-
ers 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 31 day of November, 1961.
Attest:  Assistant Secretary
By:  Roger P. Kavanagh, Jr., President

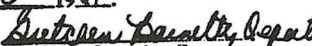
NORTH CAROLINA, COUNTY OF GUILFORD
This the 32 day of November, 1961, personally came before me, Ellen S. Roberts, Assistant Secretary,
a Notary Public in and for the County and State aforesaid, Margaret S. Gray, Assistant Secretary,
who being by me duly sworn, says: That (s)he knows the Common Seal of Gibraltar Construction Company
and is acquainted with Roger P. Kavanagh, Jr., who is the President of the said corporation, and 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 11, 1962
Ellen S. Roberts
Notary Public

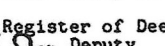


STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Ellen S. Roberts
is adjudged to be correct. Let the instrument
with the certificates, be registered.

WITNESS my hand this the 5 day of
December, 1961.


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
By:  W. F. Brooks, Register of Deeds
 Deputy