

RESTRICTIVE COVENANTS LAKE GASTON ESTATES
ORIGINAL DOCUMENT RECORDED AT WARREN COUNTY REGISTER OF DEEDS OFFICE
BOOK 227 – PAGES 670-675

NORTH CAROLINA

WARREN COUNTY

THIS DECLARATION made and executed by Lake Gaston Estates, Inc., a North Carolina corporation, hereinafter called the "Developer".

WITNESSETH:

THAT WHEREAS Developer is owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, and easements hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, shall be transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easement, and other provisions hereof as hereinafter set forth.

ARTICLE I

This declaration, and all amendments hereto, shall be binding on the Developer, its successors and assigns, and all purchasers of lots in the Lake Gaston Estates, their heirs, successors and assigns.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing property. The real property which is, and shall be held transferred, sold, conveyed and occupied subject to this declaration is located in Six Pound Township, Warren County, North Carolina and is more particularly described according to deed executed by Shelby G. Benton et ux to the Lake Gaston Estates, Inc., dated the 26th day of August, 1966, recorded in the office of the Register of Deeds of Warren County, North Carolina in Book 227, page 248, to which reference is hereby specifically made for other and further description and the metes, courses, distance and boundaries therein incorporated herein by reference.

Section 2. Additional lands may become subject to this declaration.

(a) The Developer, its successors and assigns, may, at any time prior to fifteen years after the filing of this declaration, have the right to bring additional lands into the scheme of this declaration. The additions authorized under this and the succeeding subdivisions shall be made by filing of record a supplementary declaration of covenants, restrictions with respect to the additional property which extend the scheme of the covenants and restrictions of this declaration to such property. Such supplementary declaration may contain complementary additions and modifications of the covenants and restrictions contained in this declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this declaration within the existing property.

ARTICLE III

BUILDING AND USE LIMITATION

The following restrictions and covenants shall apply to the property known as Lake Gaston Estates as designated on the plat recorded in the office of the Register of Deeds of Warren County, North Carolina. These restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1986 at which time said restriction shall be

automatically extended for successive periods of ten (10) years each, unless by the written consent of these owners of more than 75 percent of the lots covered by these restrictions, it is agreed to change said restrictions in whole or in part.

1. All lots in the tract, except those otherwise designated on the recorded plat, shall be used for residential purposes only. 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 stories in height, exclusive of basement. Mobile homes will be permitted on lots south of the thoroughfare.

2. All residential buildings shall have at least 600 square feet of floor area for the first floor, exclusive of porches, patios, basements and garages.

3. No building shall be located nearer than 30 feet to the front property line, or 15 feet to the side property line.

4. No structure of a temporary character, trailer, mobile home, basement, (unless basement is a part of the house erected at the same time), tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently, excepting mobile homes will be permitted on lots south of the proposed thoroughfare.

5. All building material, used in the construction of any structure shall be new materials.

6. No outside toilet or privy shall be constructed or used on any lot.

7. No lot shall be used or maintained as a dumping ground for rubbish.

8. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

9. No horses, cows, chickens, sheep or goats shall be raised, bred or kept on any lot. Dogs, cats or other household pets, however, may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. No lot or group of lots may be re-subdivided so as to produce a greater number of lots.

11. All residential buildings must be completed within 150 working days after starting or owner must get written approval of delays from the Developer of Lake Gaston Estates.

12. Cutting or removing any trees more than 10 inches in diameter along the street property

line shall only be permitted by the authorized representatives of the owners. While it is difficult to prescribe rules for the preservation of existing shrubbery and trees, it is urged that only those trees necessary for individual building requirements be removed.

13. The collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed from the premises and all property shall be kept in an orderly sanitary condition at all times.

14. The invalidation of any one of the covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. The covenant and restriction shall be binding upon all owners of lots in Lake Gaston Estates, their heirs and assigns.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, for a period of twenty years from the date of this declaration, after which time the said covenants shall automatically be extended for successive periods of ten years unless an instrument is signed by the then owners of three-fourths of the original lots, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears on the public records of Warren County to be the owner of such lot or lots; and, provided further that the address of such owner appearing upon the tax records of Warren County shall be conclusively presumed to be the last known address of such owner.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; failure of the Developer, its successors and assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF Lake Gaston Estates, Inc. has caused these presents to be executed and to be signed by its President and its corporate seal to be affixed thereto by its Secretary this 16th day of February, 1967.

seal

Lake Gaston Estates, Inc.

By: *Selby G. Benton*
President

Betty D. Benton
Secretary