

RECORDED
AND
VERIFIED
YMB@

BOOK 238 PAGE 207

NORTH CAROLINA,)
)
UNION COUNTY . .)

KNOW ALL MEN BY THESE PRESENTS that we, Lawrence P.

Moser and wife, Helen P. Moser, being the owners of the tract of land located in Sandy Ridge Township, Union County, North Carolina, known as Lakewood Gardens with Plat of said property being recorded in Plat Book 6, Page 70 in the Office of the Register of Deeds for Union County, hereby make the following declarations as to limitations, restrictions, and uses for the said lots constituting said development may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming through or under them, and for the benefit of and limitations upon all future owners in said development, this declaration of restrictions being designed for the purpose of keeping said development desirable, uniform and suitable and architectural in design and use as herein specified;

1. All such lots shall be for residential purposes only and not otherwise.
2. All residences constructed upon any of said lots shall have a minimum of 1400 square feet of heated floor space, excluding carports and outside storage rooms, and no residence or other building shall use concrete or cinder blocks in any exposed position.
3. Only one residence shall be constructed on any lot or combination of adjoining lots by the same owner.
4. No servant house, garage or outbuilding of any kind shall be located upon any of said lots until construction of the main residence has begun.
5. No building shall be located on any lot nearer than twenty-five (25) feet to the front property line, nor nearer twelve and one-half (12½) feet to the side property line of any lot.

THOMAS A HARRINGTON
Attorney-At-Law

BOOK 238 PAGE 208

6. No duplex or apartment house shall be erected on any of said lots.
7. No trailer, tent, shack, garage or other outbuilding (other than servants quarters) located on said property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. Each lot shall have a sewage disposal system meeting the requirements of the State and County Board of Health before any dwelling erected thereon is occupied.
9. No signs or billboards shall be placed upon any lot except that an owner may place a "For Sale" sign not larger than 3' X 4' upon his premises.
10. All stumps, tops, laps, and debris accumulated during construction shall be removed within sixty (60) days.
11. No part of said premises shall be used or occupied injuriously to affect the use, occupancy or value of the adjoining or adjacent premises for residential purposes, or the neighborhood wherein such premises are situated.
12. A permanent easement is reserved for utility installation and maintenance along or across such lots as is shown in the above-referred to plat.
13. No cattle, swine or goats shall be kept or permitted to be kept on any lot in this subdivision, not shall any chicken yards be maintained thereon.
14. Private garages may be built upon any lot to be used in connection with the private residence thereon but no such private garage may contain a garage apartment or be used as a residence or for any business venture.
15. These restrictions and reservations are made for the benefit of any and all persons who now own or who may hereafter own property in Lakeview Acres Subdivision and such persons

are specifically given the right to enforce these perpetual restrictions and reservations by injunction or suit for damages and failure by any entitled party to enforce any restriction, reservation, or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

16. Should any restriction or reservation hereinabove contained or any portion thereof be held invalid or void, all other restrictions and reservations shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said Parties of the First Part have hereunto set their hands and seals this 1st day of June, 1970.

Lawrence P. Moser (SEAL)
Lawrence P. Moser

Helen P. Moser (SEAL)
Helen P. Moser

NORTH CAROLINA,)
UNION COUNTY .)

Personally appeared before me, this 1st day of June, 1970, Lawrence P. Moser and wife, Helen P. Moser, and acknowledged the due execution of the foregoing instrument for the foregoing uses and purposes as set forth therein.
WITNESS my hand and Notarial Seal, this 1st day of June, 1970.

W. Margaret Turr
Notary Public

My Commission Expires: May 2, 1975
NORTH CAROLINA,)
UNION COUNTY .)

The foregoing certificate of *W. Margaret Turr*, Notary

Public for said County and State is ~~ADMITTED~~ to be correct. This instrument was presented for registration and recorded in this office in Book ~~238~~, Page ~~207~~.
This 26 day of February 1970 at 8:45 o'clock P.M.

By: *Ramin D. Wain* Registrar of Deeds

THOMAS A. HARRINGTON
Attorney-At-Law