SHEET ST

STATE OF NORTH CAROLINA

NOINI AO ALMROD

AMENUMENT TO LAKE VIEW ESTATES, INC. OF MONROE (SECTION 1) RESTRICTIONS

and place of business in the City of Monroe, Union County, North Carolina; Monroe Savince and Loan Association, a corporation with its principal office North Carolina, G. Frank Griffin, Trustee, of Union County, North Carolina, an Union County, North Carolina, Lake View Farms, a partnership, Union County, Carolina with its principal office and place of business in the Cry of Monroe, orkanized and existing under and by virtue of the laws of the State of North North Carolina, and American Bank and Trust Company, a banking corporation Union County, Morth Carolina; Henry B. Smith, Br., Trustee of Union County, wife, Evangeline H. Clark; Olin Hill and wife, Sue B. Hill; Floyd L. Griffin Garolina; C. Frank Griffin and wife, Betsy L. Griffin; Robert B. Clark, Jr. an office and place of business in the City of Monroe, Union County, North and by virtue of the laws of the State of North Carolina, with its principal Lake View Estates, Inc. of Monrue, a corporation organized and existing under (SECTION 1), made and entered into this LLL day of July, 1903, by and between THIS AMERIMENT TO THE RESTRICTIONS OF LAKE VIEW ESTATES, INC. OF MONEOU Criffin; and Earl L. Broadway (Legally Separated), all of

MITMESSETT

and wife, Wilms J. Broadway, and Henry B. of Monroe has conveyed a portion of Lot 1 and all of Lot 13 to Earl L. Broadway 198, Union County Remistry, to which reference is hereby made; and duted the 20th day of June, 1967, and are recorded in Book 210 of Deeds on pa Plat Book 5 on page 183, Union County Registry, and which restrictions are subdivision prepared by Robert F.Knight, R.L.S., which plat is recorded in Estates, Inc. vi Nonroe Subdivision (Section 1) us shown on a plat of suid executed and recorded certain restrictions on Lots 1 through 38 of Lake View WHENEAS, since the recurding of said restrictions Lake View Estates, Inc. THAT WHEREAS Lake View Estates, Inc. of Monroe has previously caused to Smith, Jr. and wife, Donna O. Smith,

SHITH A GRIPPIN ATTORNESS AT LAW MOTHOR & C

and Earl L. Broadway, et al have conveyed that portion of Lot No. 1 acquired

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Smith, have conveyed all of their interest in Lot 13 to Earl L. Broadway; and in Lot 13 to Earl L. Broadway and Henry B. Smith, Jr. and his wife, Dwana O. into a deed of separation and Wilma J. Broadway has conveyed all of her intere Griffin, and Earl L. Broadway and his wife, Wilma J. Broadway, have entered from Lake View Estates, Inc. of Monroe to Floyd L. Griffin and wife, Gladys

outstanding; and Trustee, and Monroe Savings and Loan Association, which deed of trust is now trust on that portion of Lot No. 1 acquired by them to C. Frank Griffin, WHEREAS, Floyd L. Griffin and wife, Gladys C. Griffin, executed a deed of

American Bank and Trust Company, on Lot 13; and Frank Griffin, Trustee and holder or bearer, which deed of trust is held by WHEREAS, Earl L. Broadway, et als have executed a deed of trust to C.

N. Clark, and Olin Hill and wife, Sue B. Hill, who have executed a deed of tru trust is held by American Bank and Trust Company; and of Monroe has conveyed Lots 5 and 6 to Robert B. Clark, Jr. and wife, Evangeling on said Lots 5 and 6 to Henry B. Smith, Jr., Trustee and bearer, which deed of WHEREAS, since the recording of said restrictions, Lake View Estates, Inc.

trust is held by American Bank and Trust Company upon said lot; and of Monroe has conveyed Lot 35 to Earl L. Broadway and Earl L. Broadway has executed a deed of trust to C. Frank Griffin, Trustee and bearer, which deed o WHEREAS, since the recording of said restrictions, Lake Vicy Estates, Inc

bearer, which deed of trust is held by American Bank and Trust Company, on wal of Monroe has conveyed Lots 7, 37 and a portion of 38 to C. Frank Griffin. lots; and Frank Griffin has executed a deed of trust to Henry B. Smith, Jr., Trustee MHEREAS, since the recording of said restrictions, inke View Estates, ច

and sald property to Henry B. Smith, Jr., Trustee and Lake View Forms, a partnersh of trust on said property to Henry B. Smith, Jr., Trustee and bearer, which deed of trust is held by American Bank and Trust Company, and a deed of trust o WHEREAS, Lake View Estates, Inc. of Monroe has previously executed a deed

ATTORNEYSATILAN MOVEMEL N. C. SMITH & CRUPTH

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Floyd L. Griffin and wife, Gladys C. Griffin, are the owners of a portion of and wife, Gladys C. Griffin, are the owners of a portion of and wife, Evangeline H. Clark, and Olin Hill and wife, Sue B. Hill, are the owners of Lots 5 and 6, and C. Frank Griffin is the owner of Lots 7, 37 and a portion of lot 33 and Lake View Estates, Inc. of Monroe is the owner of all Subdivision (Section 1) shown on Plat Book 5 on page 183, Union County Revistry; and

WHEREAS, all the owners of the various lots of Lake View Estates, Inc. of Hunroe (Section I), together with the holders of deeds of trust on said propert as shown on a plat recorded in Plat Book 5 on page 183 desire to daend the Exittrations to Lake View Estates, Inc. of Monroe dated the 26th day of June, 1907, and recorded in Book 210 of Deeds on page 295, Union County Registry, as hereinaiter set out.

NOW, THEREPORE, the parties hereto being the owners of all of the various lots of Lake View Extates, Inc. of Montroe (Section 1) do each contract and any with the other as follows:

i. That Paragraph 7 of the restrictions of Lake View Estates, Inc. of Monroe (Section 1), which restrictions are dated the 26th day of June, 1967, and are recorded in book 210 of Deeds on page 395 in the office of the Rejster of Deeds for Union County, North Carolina, to which reference is hereby made, is deleted and in lieu thereof a new Paragraph 7 is inserted, which new Paragraph 7 is as follows:

"No single-family dwelling, one story in height, shall be erected or an intained on may of said lots, which a square foot heared illow area of less than 1,500 square feet; provided, that if there is a garage area of the dwelling house shall be not less than 1,400 square feet. Any market attached to a residence shall have only a rear or side car entrance. Any two-story type dwelling or tri-level split-level type dwelling located or maintained on any of said lots shall have an enclosed and heared living area of the main structure exclusive of 1700 square feet. Capports may be constructed only on the side or teach residence and shall have only a rear or said residence and shall have only a rear or side car entrance, or convectors, or radiant or radiator heating facilities from each rows. Floor furthers or other single outlet heating units are

PRINCES AND SERVICES

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specifically prohibited except when used in acplants specified above. Fireplaces may be use system, as above set out, is also installed."

Book 210 on page 295 shall be and remain in full force and effect. the restrictions of Lake View Estates, Inc. of Monroe (Section 1) recorded in It is specifically agreed that except as herein specifically amended,

this the day and year first above written. IN TESTIMONY WHEREOF, the parties hereto have set their hands and scale,

By: MONROE SAVINCS AND LOAN A AMERICAN BANK AND TRUST COMPANY (SEAL.)

COL 12 612 ANS

STATE OF NORTH CAROLINA

NOTING AD LINGO

corporation. corporation, and that the said instrument is the act and deed of the said . sald common seal was affixed, all by order of the Board of Directors of said and that the said President and Socretary subscribed their names thereto and scal, and the name of the corporation was subscribed thereto by the said Presi corporation; that the scal affixed to the foregoing instrument is said common executed the foregoing instrument; that he knows the common seal of the said o: Lake View Estates, Inc. of Monroe, the corporation described in and which that C. Frank Griffin is the President and that Kathryn A. Rope is the Secreta: A. Rope, with whom I am personally acquainted, who, being by me duly sworn, way This is to certify that on the 21st day of day, _, a Notary Public, personally came Kathryn 1968, before me, 200

Witness my hand and notarial scal, this glad day of June, 1968.

My commission expires: 1-2-69

Notary Public

STATE OF NORTH CAROLINA

COUNTY OF UNION

The execution of the foregoing instrument was this day duly acknowledged before me by C. Frank-Griffin and wife, Betsy L. Griffin; Robert B. Clark, Jr. and wife, Evangeline II. Clark; Olin Hill and wife, Sue B. Hill; Floyd L. Criffin and wife, Gladys C. Griffin; Earl L. Broadway (Legally Separated); Henry B. Smith, Jr., Trustee, C. Frank Griffin, Trustee, and C. Frank Griffin, Partner of Lake View Farms, a Partnership, for the purposes therein expressed. Witness my hand and notarial seal, this 2/ax day of the, 1968.

My commission expires; 8.3.6

Notary Public

MONTH ORIFIN

STATE OF NORTH CAROLINA COUNTY OF UNION

This is to certify that on the day of sheet, 1968, before me, a Robert E. Helms, Jr., with whom I am personally acquainted, who, being by me duly sworn, says that the secretary of American Rank and Trust Company, the corporation described in and which executed the foregoing instrument is said common seal, and that name of the corporation was subscribed thereto by the said fixed, and that the said common seal president and Secretary subscribed their names thereto, and said common seal president and Secretary subscribed their names thereto, and said common seal the said instrument is the act and deed of the said corporation, and the the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal, this Alas day of this 1968,

Му сопи. ехр.: 1.3.69

Cheese X. Car

STATE OF NORTH CAROLINA

COUNTY OF UNION

This is to certify that on the Alexandry, 1968, before me, where with whom I am personally acquainted, who, heing by me duly sworn, says that the said corporation; is the President, and that the corporation described in and which executed the foregoing instrument is said common seal, and the name of the corporation was subscribed their names thereto, and that the said President and Secretary subscribed their names thereto, and said common seal was a fixed the said corporation, and that the said was subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the set and deed of the said corporation.

Witness my hand and notarial seal, this glat day of the 1968.

My comm. exp.: 2-3-69

Notary Public

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The tempore entitlement of Continent To P. Con

This 31 day of Livenyage 7 , 1959 at 31 these

An: mary a. carriaged square

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STATE OF NORTH CAROLINA

COUNTY OF UNION

Sook 318, Page 359.

LAKE VIEW ESTATES, INC. OF MONROE (SECTION 1) RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that LAKE VIEW ESTATES, INC. OF MONROE, a Morth Carolina corporation, does hereby covenant and agree to and with all persons, firms or corporations hereinafter acquiring any of the property below described:

BEIMC Lots I through 38, inclusive of Section I of Lake View Extates, Inc. of Monroe Subdivision as shown on plat prepared by R.F. Knight, R.L.S., and recorded in Plat Book 5 on page 132, Union County Registry.

That said property is hereby made subject to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to-wit:

- 1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential plot 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 three cars and other out-buildings incidental to residential use of the plot.
- 2. No residence or other structure shall be located nearer than 40 feet to the front property line, nor nearer than 22 feet to any side street line, nor 12 feet to any interior lot line.
- 3. No subdivision of any of said lots by sale or otherwise shall be made so as to result in a lot having a frontage of less than 100 feet and an area of less than 12,000 square feet. The frontage provision of this section shall not apply to Lots 6, 7 and 8.
- 4. No noxious or offensive trade or activity shall be carried on up any lot; nor shall anything be done thereon which may be or become an annoyance or nutsance to the neighborhood.
- No animals or poultry of any kind shall be kept or maintained on any part of said property except house pets such as dogs and cats.
- b. No trailer, tent, shack, garage or other out-building erecte upon any lots of the abovedescribed property shall at any time be used as residence, temporarily or permanent, or shall any structure of a temporar

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character be used as a residence.

- have only a rear or side car entrance. Any two-story residence located or be not less than 1,400 square feet. of the residence, the square foot heated floor area of the dwelling house shall maintained on any of said lots, with a square foot heated floor area of less maintained on any of said lots shall have an attached garage, and a ground flow dwelling unless there is a difference of more than six feet between the two purpose of this paragraph, split-level houses shall be construed as a one-story ports may be constructed only in the rear of any one-story residence. to a side of the residence and have only a rear or side car entrance. heated area or not less than 1,200 square feet; and the garage shall be attache than 1,500 square feet; provided, that if there is a garage attached to a side residence. levels, in which event the house shall be construed to be a two-story No single-family duelling, one story in height, shall be erected or Any garage attached to a residence shall For the Open car
- 8. Lake View Estates, Inc. of Monroe, its successors and assigns, shall have and hereby reserves a right-of-way along the rear and side lines of the lots hereinabove described for pole lines and/or conduits for use in connection with supplying light, power, water, sever, gas, telephone or other utility service to said lots and to lots in other blocks adjacent thereto, and for installation and maintenance of drainage facilities.
- Only one residence shall be erected upon any building lot permitted under these restrictions.
- 10. No sign board of any description shall be displayed on any of said lots, except signs "FOR RENT" and "FOR SALE" which signs shall not exceed 2 x feet in size.
- li. In the event of the violation of any of the building line restriction herein set forth, the undersigned reserves the right by and with the mutual written consent of the owner or owners for the time being of such lot to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten per cent (10%) of the marginal requirements of such building line restrictions, and shall apply only to the lot affected.

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- 12. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, reservations, restrictions and easements shall be covenants running with the land; but nothing herein contained shall be held to impose any restrictions upon, or easements in any lot of the undersigned not herein specifically referred to, this instrument applying to and affecting only said lots shown upon the aforementioned map.
- 13. The restrictions herein imposed shall remain in suil force and effect for a period of 30 years from the date hereof provided that the same may be renewed by an instrument executed by the owners of at least 75% of the lots shown upon said recorded plat.
- 14. If the purities hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the said covenants herein, it shall he lawful for any other person or persons owning any real property situated in said development or subdivision subject to similar restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.
- 15. Invalidation of any one of these covenants by judgment or Court with in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, LAKE VIEW ESTATES, INC. OF MONROE, has caused this instrument to be aigned in its corporate name by its President, attested by it Secretary, and its corporate scal to be hereto affixed, all by order of its Board of Directors duly given, this 26th day of June, 1967.

Jas . is

Seal)

TORNEYS-AT-LAW

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NORTH CAROLINA - UNION COUNTY.

all by order of the Board of Directors of said corporation, instrument is the act and deed of the said corporation Secroary, subscribed their names thereto, he knows the common seal of the said corporation; that the seal affixed to the the corporation described in and which executed the foregoing instrument; that Kathryn A. Rape is the Secretary of the Lake View Estates Inc. of Monron, being by me duly sworn, says that C. Frank Griffin is the President, and that personally came Kathryn A. Rape, foregoing instrument is said common scal, and the name of the corporation was THIS IS TO CERTIFY, that on the 26 day of with whom I am personally acquainted, who, and that the said President and seal was affixed, and that the said , a Notary Public 2, 1967, bufore

Witness my hand and notarial seal, this day of

My Commission Expires: 7/29/47

NORTH CAROLINA-Union County

The foregoing certificate of moses 2 description

Notary Public, in and for Union County, North Carolina, is adjudged to be in due form and correct. Let the same, with these certificates, be registered.

This the _24___ day of ______, 1967.

Find for which then on the 26 day of Clerk of the Superior

on page 1395 bit

Kanada K

MDHOOK N. C.

BK 14 13PG 581

Prepared by and return to: Kay E. Dawkins, PO Drawer 399, Monroe, NC 28111-0399 \$10×511

STATE OF NORTH CAROLINA

UNION COUNTY

(Section I, Lake View Estates)

AGREEMENT TO
RENEW AND TO REINSTATE
THE RESTRICTIONS ON
LAKE VIEW ESTATES, INC., SECTION I Unkn Coming, I with Coming

We, the undersigned, are the owners of seventy-five percent (75%) of the lots in Section I, Lake View Estates Subdivision. Pursuant to Paragraph 11 of the recorded restrictions (Book 210, page 395), dated June 26, 1967, as amended (Book 218, page 359, dated July 31, 1968), we hereby agree to renew and to reinstate the restrictions contained in the above referenced recorded restrictions, which are incorporated as if fully set out herein.

These restrictions shall be in full force and effect for 30 years from the 26th day of June, five percent (75%) of the lots shown on the control of the owners of at least several five percent (75%) of the lots shown on the control of the owners of at least several five percent (75%) of the lots shown on the control of the owners of at least several five percent (75%) of the lots shown on the control of the owners of at least several five percent (75%) of the lots shown on the control of the owners owners of the owners of the owners of the owners own

STATE OF NORTH CAROLINA UNION-EQUINTY L. #Marche L. He do execution of the foregoing instrument. Witness my hand and official stamp or seal, this the EML day of March 2000. LOT # E. UNION COUNTY L. #Marche 1 L. He do execution of the foregoing instrument. My Commission Expires: #L. 12 - 0 2 LOT # E. UNION COUNTY L. #Marche 7 1. Da	STATE OF NORTH CAROLINA UNION-EQUNTY 1, Harrie H Lit do certify that DANIA Official My Commission Expires: 4.12 LOT # 50 Witness my hand and official My Commission Expires: 4.12 LOT # 50 Witness my hand and official My Commission Expires: 4.12 LOT # 50 Witness my hand and official My Commission Expires: 4.12 LOT # 34 My Commission Expires: 4.12 LOT # 34 My Commission Expires: 4.12 LOT # 34 LOT # 35 LOT # 36 LOT
day	Effective this
Ester of Deeds).	County Register of Deeds).

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	day and asknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 15 the day of Management of the foregoing instrument. My Commission Expires: 4-22-2500 Notary Public STATE OF NORTH CAROLINA UNION COUNTY L. Exchange The Absolute of the foregoing instrument. Witness my hand and official stamp or seal, this the 15 the day of Meany adoressing that Witness my hand and official stamp or seal, this the 15 the day of Meany Public My Commission Expires: 4-22-2500 Notary Public Notary Public	STATE OF NORTH CAROLINA UNION COUNTY do certify that this recul do certify that this recul the first public of the State and County Educated day and acknowledged the discussion of the foregoing instrument Witness my hand and official stamp or seal, this the 15th day of 17 acq 2000 My Commission Expires: 4 - 12 - 2000 My Commission Expires: 4 - 12 - 2000 Notary Public LOT # 9 Feb. Walls Stream (SEAL) STATE OF NORTH CAROLINA UNION COUNTY 1. Wall - the Coul and SEAL) STATE OF NORTH CAROLINA UNION COUNTY 1. Wall - the Coul and SEAL) STATE OF NORTH CAROLINA UNION COUNTY 1. Wall - the Coul and SEAL) STATE OF NORTH CAROLINA UNION COUNTY 1. Wall - the Coul and SEAL) STATE OF NORTH CAROLINA UNION COUNTY 1. Wall - the Coul and SEAL) STATE OF NORTH CAROLINA UNION COUNTY 1. Wall - the Carolina and official stamp or seal, this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this the 15th day of 17 acq 2000 Notary Public of the State and County Educated this this this thin t	a Notary Public of the State and County subon of the foregoing instrument. stamp or seal, this the 15 th day of Marca 1 this this this this this this this this	LOT# LES TRUE (SEAL) STATE OF NORTH CAROLINA UNION COUNTY I. The less the form of the State and County aforesist, they and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 22 day of fusion 2000. My Commission Expires: 144.30 210 Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public
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UNION COLUMNY COMMISSION Expires: 1-12-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-	STATE OF NORTH (SEAL) STATE OF NORTH (SEAL)
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do certify that CALLEL MILLY a Notary Public of the State and County aforesaid day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 2/S-day of Last \$2500.95 My Commission Expires: STATE OF NORTH CAROLINA UNION COUNTY 1.	LOT # 3 Flexics [Manufacture] (SEAL) STATE OF NORTH CAROLINA UNION COUNTY 1. (21-12-13-14-14-12-13-14-14-14-14-14-14-14-14-14-14-14-14-14-
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Notary Public (SEAL) (OLINA (SEAL) (OLINA (SEAL) (OLINA (SEAL) (OLINA (SEAL) (OLINA (SEAL) (OLINA (SEAL) (AMACONTY Public of the State and County State execution of the foregoing instrument and official stamp or seal, this the 26th day of June 10th Color of C	E E	Notary Public of P. Mal 1 ton. p. Soregoing instru	LOT# 34 LOT# 34 LOT# 34 CEAL (SEAL) VERA E G-OSC h STATE OF NORTH CAROLINA UNION COUNTY I. do certify that 1924 a Notary Public of the State and County aforesaid, day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 24 day of Acceptable 2000. My Commission Expires: 2000.
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BK 1413P6589

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					ng certii This ins age shov	LOT # 3 BETTY K DAUTS STATE OF NORTH CAROLINA UNION COUNTY 1.
				Tornshier Co	icate of the on the	PAUIS RIH CAROLIN FY PAUIS RIH CAROLIN RIH CAROLIN
e E H				عادية عادية	The foregoing certificate of Gale k. saxse. Yes be correct. This instrument and this certificate Book and Page shown on the first page hereof.	Witness my band and official stamp or seal, this the maission Expires:
i				Begus R	No. Posturi No. Specificate Certificate ge hereof	(SEAL)
			-	//Assign	Dear of the control o	, a Not (A. D) the for seal or seal
				Register of Deeds for 143//Assistant Register	The foregoing certificate of Gatle k Manal Yearns C. Grower Wickowitz Public be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.	
				r of Deeds	nd at the	of the State personally strument.
				E §	date of	AVIS
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STATE OF NORTH CAROLINA

COUNTY OF UNION

OF MONROE

LAKE VIEW ESTATES, INC. OF MO (SECTION IV) RESTRICTIONS THESE PRESENTS, that LAKE VIEW ESTATES,

MONROE, ő D. GASKINS. and with all **3** North Carolina corporation, KNOW ALL MEN of Union County, persons, S. 11111111 or corporations hereafter North Catolina, do hareby and ARLEIGH S. GASKINS acquiring any of the covenant and agree and husband,

property below described:

inclusive, o Ratetes IG Lots Nos. 56 through 67, inclusive, of Section and Lote Nos. 71 lusive, of Section IV of Lake View Estates, Inc. tsion all as shown in plat prepared by Robert F. tsion all as shown in plat prepared by Robert F. through 78, of Monroe Sub-knight, R.L.S., Registry. TV of Lake View

SECOND PROFERTY R.L.S., and Monroe Subdivision 68 69 and 70 of Section IV of Lake View Estates, Inc. on as shown on plat prepared by Robert F. Knight, d in Plat Book 6, page 116, Union County Registry.

LESS AND Saffores and wife, Frances P. Saffores, by Government Reg and recorded in Book 321, page 94, Union County Reg property is more particularly described as follows; property Land conveyed EXCEPT from Ą Trances P. Saffores, 过级计算性态度。 described Second Property two tracts Estates, Inc. of Monroe to Orell P. Saffores, by deed dated April 2, 1979, 94, Union County Registry, which

DRAWN BY AND MAIL TO GRIFFIN, CALDWELL, HELDER &

STEELMAN, P. A. P. O. Draver 99, MOXISE, NO

Common 8,638,72 Section Ross Drive a curve to the left in a guintance of 41.14 feet having a radius of 686.0 feet, an arc distance of 41.14 feet point and place of BEGINNING and containing 4,899.39 square point and place of BEGINNING and containing 1.899.39 square point and place of BEGINNING and containing 1.899.39 square portion of f Rosa Drive; tates and Orell P. south 20 degrees 11 minutes 35 seconds south 20 degrees 11 minutes 36 seconds running rast Beconds Drive conveyed EXCEPTION: 打印印式 Hauron e Line IV and a equare feet (unopened) 7 0 0 0 0 0 HOR r'hen Saffores, South 14 degrace 26 minutes 05 a 13 E Lot 68 feet conveyed to Lake View Estages, Inc. ance a new line in Lot 48, North 20 degree ence a new line in the southern x t 146.63 feet to an iron in the southern right thence along and with the southern right thence of the left in a generally northwest urve to the left in a generally northwest. 1.8 Ke fron, a new corner con a ned) a corner of Lot 1012 triangular shap Lake View Estates, Inc. Mew Estates, WALAW an are distance of 41.1 Estates, criangular with the 69 ä of section IV of Monroe; themce Section West Section easterly line shaped lot containing Ţ Rushing and being a 05 seconds East IV and property 777.65 vog Lake V1 aw line terly 65 square Ç Hatates direction to the 4 Way View 第 第 2 Ç,

Orell Sa 11ne, N being : E Lake View North 67 de-EXCEPTION: perty am IV BEGINNING and being a minutes 35 at an old iron, a new corner in the being a common corner of Lots 78 and 70 n IV and running thence with the old nutes 35 second East, a total distance. HODE torel dia Ç 7h

ander 3 8 7 PACE 4 6

running thence a new line in Lot 69 of Lake View Estates, Section IV, South 83 degrees 31 minutes 25 seconds West 128.47 feet to an Iron, so new corner on the common line of Lots 69 and 70 of Lake View Estates; thence a new line in Lot 70 of Lake View Estates, South 54 degrees 41 winutes 00 seconds West 150.09 feet to the point and place of BEGINN and containing 4,647.67 square feet, more or less, per plat and and containing 4,647.67 square feet, more or less, per plat and survey of Carroll I., Rushing, R.L.S., and being a portion of Lots 69 and 70 of lake View Estates, Section IV. BEGINNING

TIMENT TRACES: BEGINNING at a point on the common line of Lot 69 of Lake View Estates; Section IV and Orell Saffores property and being the coastern corner of a tract containing 4,647.67 square feet conveyed the eastern corner of a tract containing 4,647.67 square feet conveyed to Orell Saffores and funning thence two new lines in the Saffores property as follows: lst, North 83 degrees 31 minutes 25 seconds property as follows: lst, North 83 degrees 31 minutes 25 seconds seconds East 25.0 feet to an iron, a corner of a tract containing seconds East 25.0 feet to an iron, a corner of a tract containing line between Lot 69 of Lake View Estates and property of Orell Saffores line between Lot 69 of Lake View Estates and property of Orell Saffores south 67 degrees 57 minutes 35 seconds West 68.99 feet to the point south place of BEGINNING and containing 777.65 square feet, more or and place of BEGINNING and containing 777.65 square feet, more or lass, per plat and survey of Carroll L. Rushing, R.L.S., and being a in Book 222 at page 459 of the Union County Registry. , more or , more or , and being A

property and the southwest corner of lot 68 of Lake View Estates, section IV and running themce with the old Saffores' line, South 74 section IV and running themce with the old Saffores' line, South 74 degrees 25 minutes West 50.0 feet to an iron, a new corner in the minutes 40 seconds West 350.2 feet to a corner of a tract containing minutes 40 seconds West 350.2 feet to a corner of a tract containing and tron at 334.58 feet to the point and place of hEGINNING and containing 8,638.72 square feet, more or less, per plat and survey of Carroll L. Rushing, R.L.S., and being a portion of the survey of Carroll L. Rushing, R.L.S., and being a portion of the priperty conveyed to Orell P. Saffores by deed recorded in Book 222 property conveyed to Orell P. Saffores by deed recorded in Book 222 at page 459 of the Union County Registry. corner of Lot 68 of Lake toce with the old Saffores corner of a tract containing of Orell Saffores BEGINNING

The Third Property is the same property conveyed by Orell P. Saffores and wife, Frances P. Saffores, to Lake View Espates, Inc. of Monroe by deed dated April 2, 1979, and recorded in Book 321, page 97, Union

The t said property is hereby made subject to the following

restrictions as to the use thereof, running with said property, by whomsoever

owned; to with

lote. exceed three residential plot No structure shall be exected, . . cut-buildings incidental to All lots in the tract shall be known and designated as stories in height and a private t nan one detached single-family dwelling not altered, placed or residential use of the plot garage \$0 \$1 permitted to mesidential せれが曲色

TICS FOR than lik feet residence e property line q ř other tion. any nearex BETTOTTOTTO than 22 feet located Ö any side property

HEIDER A.
STEELMAN, P.A.
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- area of less then 15,000 square feet, result in a lot having a frontage of less than 80 feat and an No subdivision of any of said lots by asic or otherwise
- annoyance or 100 **.** muisance to the neighborhood. nor shall anything be done thereon which may be or become an No moximus or offensive trade or activity shall be carried on
- of said property ייי 룷 animals or poultry of any kind shall be kpt or meintedned except house pera such as dogs and cate.
- mently on said property unless enclosed in a character be used as a residence. residence, temporarily upon any lots of the above described property shall at any time be **5**5 or permanently, or shall any atructure of a tent, shack, No trailer of any kind will be parked permagarage or other out-building erected garage or carport, temporary used as
- "aplit-level" type dwelling located or maintained on any of said lots shall have of the residence, the square foot heated floor area of the dwelling house shall than 1,500 square feet; provided, or maintained on any of said lots with a square heating plant with heat ducts or convectors or radiant or radiator heating have only a rear or side car entrence, Carports may be constructed only on the side or rear of said residence and shall an enclosed and heated living area of the main structure, exclusive of open have only a rear attractive condition and apron in hs possible and in the event repaired in guttering fronting on any lot covered by these restrictions will be promptly specified above. are specifically prohibited except when used in Encilletes from each room. garages and other unheated spaces, of not less than 1,800 square feet. 7. No single-family dwelling, one story in height, shall be above set out is also installed. TODOTORA concrete all to the end that 1,400 square feet. or side car entrance. Fireplaces may matching color of Floor furnaces or other single outlet heating units on a cur be used where a complete central heating that if there is a garage attached to a side Any garage attached to a residence shall for a driveway will include flared edgen exteting curbing and guttering as Each residence shall contain a central Any two-story type dwelling or tri-level the Any foot heated floor area of e L addicton to the hearing plants will be made in the outbing and finished おけがなけられ 1098

HELDEN B.
HELDEN B.
ATTONNEVA.AT-LAW
MONHOR, M. D.

BOOK 3 8 7 PROSE 4 6 3

- 107 utility service to said lots and to lots in other blocks nection the lots hereinabove described for pole lines and/or conduits shall have and hereby installation and meintenance with supplying Lakeview Estates, Inc. 大原母母 7 V 网络 Light DOME'T a right of way along the rear of drainage facilities. Water. of Monroe, its successors sewer, Han. telephone adjacent For 対し合うので or other use in lines and
- under these restrictions, Only one residence shall be erected upon any building lot permitte
- ట్ in size. except signs "FOR RENT" and "FOR SALE," which signs shell not exceed 70 No sign board of any description shall be displayed on any of
- marginal requirements of such building line restrictions and shall apply only to the lots affected. provided, however, that such change shall not exceed ten percent (10%) of the and with the mutual written consent of the owner or owners for the time being such lot tions herein set forth, Lakeview Estates, Inc. of Monroe reserves the right to change بد تسإ ا In the event of the violation of any of the building line the building line restrictions set forth in this instrument;
- 200 only said lots shown upon held to impose any restrictions upon or essement in any loc the foregoing covenants, conditions, herein specifically referred to, covenants H running with the land, but nothing herein contained shall expressly understood and agreed by the parties hereto that the aforementioned map. this instrument applying to and affecting reservations, restrictions and easements o M the undersigned
- shown upon said recorded plan be renewed by an instrument executed effect for a period of The restrictions herein imposed shall remain မ္မ # ron the by the owners of date hereof, provided at least , 2 £u11 75% of the lots that the same may 1070B and
- proceedings at said devalopment be lawful for any shall wichate 14. or attempt If the parties hereto or other person or persons owning any real property to violate any of the said covenants herein, it shall aqui ty against and Cons any of to similar Person their successors or assigns restrictions Termons. violeting なれの命ののこれの situated

GRIFFIN, CALDWELL HELDER & STEELMAN, P.A. ATIONINGE & C.

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to violate any such covenant recover dangages or such violation.

full force and effect. order shall in no wise affect any of the other provisions, which shall remain i <u>بر</u> invalidation Sup. covenants by judgment

have hereunto set their hands and meals, this Sentetary and its corporate Difectors duly given and ARLEIGH S. CASKINS and husband, E. D. IN TESTIMONY WHEREOF, LAKE VIEW ESTATES, to be signed in its corporate name by its President, meal to be hereto affixed, 12th day of February INC. OF MONROE has caused GASKINS

(SEAL