

See Amendment to Declaration - 5378 P 90 § D 383/543

See Amendment to Declaration D. 411 P. 160

See Amendment to Declaration of Restrictive Covenants D425 P. 634

See Amendment to Declaration of Restrictive Covenants D443 P. 703

See Waiver of Setback line Deed 479 P 159

See Waiver of Setback line Deed 537 P 166

See Waiver of Restrictive Covenants Deed 497 P 374

See Waiver of Setback line Deed 514 P 767

See Waiver of Setback line Deed 553 P 547

BOOK 367 PAGE 537

See Waiver Deed 557 P 932

See Waiver in Book 5 Book 107 P 306

See Waiver in Book 815 P 14

See Waiver in Book 951 P 213

See Waiver in Book 965 P 303

See Waiver in Book 1026 P 521

See Waiver in Book 1043 P 322

See Waiver in Book 1046 P 132

See Waiver in Book 1053 P 112

See Waiver in Book 1096 P 122

See Waiver in Book 1384 P 231

See Waiver in Book 2176 P 131

See Waiver in Book 2725 P 206

NORTH CAROLINA

MOORE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Longleaf, Incorporated, a corporation organized and existing under the laws of the State of North Carolina, owner of the property hereinafter referred to, does hereby covenant and agree to and with all persons, firms or corporations, who may become owners of the property hereinafter described or any part thereof lying and being in Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

All of those certain lots or parcels of land shown and delineated on those certain maps entitled "Seven Lakes Subdivision", made by Pate, Mullins and Associates, Engineers, dated April 17, 1973, and recorded in Map Book 11, page 1-16, Moore County Registry, to which reference is made for a further description.

WITNESSETH:

THAT said lots or parcels of land are hereby impressed with and subjected to the following restrictions and conditions, which are hereby made covenants and restrictions running with said lands by whomsoever owned or hereafter acquired to wit:

(1) RESIDENTIAL LOTS:

a. Said lots shall be used exclusively for residential purposes.

b. Not more than one single family dwelling house may be erected or constructed on any one residential lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, mobile homes, campers, tents, utility or storage building, canopies, or similar structures shall be erected,

Recording \$ 50 fee.
Peterson C. L. Williams, Jr., A.M.
Shawford, N.C.

moved to or placed upon said residential lot. All building exteriors must be completed within six months from the date the construction commences.

c. No residence shall have less than 800 heated sq. ft. of living space, exclusive of porch area. No porch or projection of any building shall extend nearer than 50 feet to any road right of ways, nor nearer than 12 1/2 feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water elevation of any lake located within Seven Lakes Subdivision, and in no event shall any dwelling be erected below an elevation of five (5) feet above the normal water elevation of any lake located within Seven Lakes Subdivision.

d. Plans and specifications must be submitted to the Building Committee of Longleaf, Incorporated for any structure or improvement to be erected on or moved upon or to any lot, the proposed location thereof on said lot or lots, the construction material to be used, the roof and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval of The Company, or its duly authorized agent before any such work is commenced. Said Company shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Company or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the Company deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

Neither the Committee, its agents nor Longleaf, Incorporated, or its agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

e. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake within Seven Lakes Subdivision. Each residential dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Moore County Health Department or other governing legal authority. Each lot owner shall obtain approval from the appropriate legal authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot, repair, alteration or replacement of the installed sanitary unit. No drain field, or other disposal system shall be allowed nearer than seventy five (75) feet to the normal water elevation of any lake located within Seven Lakes Subdivision.

(2) MAINTENANCE FEES, LIMITATIONS ON SALE: Each lot owner within Seven Lakes Subdivision shall be subject to an annual dues charge of \$60.00 which he agrees to pay to Longleaf, Incorporated, its successors and assigns, annually, commencing on the date of such property owners deed, for the improvement, maintenance and upkeep of the various areas reserved for the use of the property owners, as well as all private roads, lake basin and dam area, irrespective of whether the privileges of using such areas are exercised or not. Grantee, for himself, his heirs, executors and assigns further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive

owner and/or owners shall from the time of acquiring property covenant and agree, as aforesaid, to pay to Longleaf, Incorporated, its successors and assigns, all charges past and/or future as provided herein, and in strict accordance with, the terms and provisions hereof.

(3) NUISANCES: No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Longleaf, Incorporated, or its successors or assigns. All lots must be kept in a tidy manner as determined by Longleaf, Incorporated, or its successors or assigns. Failure to do so will result in maintenance of said lot by Longleaf, Incorporated or its successors or assigns, in which event a proper charge for the same will be assessed and collected as provided in Restriction Number 9 hereof.

(4) BOAT DOCKS: No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on any lake within Seven Lakes Subdivision without prior written approval of the Building Committee. Use of the lakes shall be in compliance with the rules and regulations of Longleaf, Incorporated, its successors or assigns.

5. UTILITY EASEMENTS: Longleaf, Incorporated, its successors or assigns, and licensees reserves an easement upon all 60 foot road rights of way, reserves a 15 foot wide easement along all road rights of way and a 5 foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces, and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water

mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Exceptions: 1. where an owner of two or more adjoining lots constructs a building which shall not be subject to the aforementioned five foot easement unless it is shown on recorded plats; 2. no easement shall exist on that portion of any water front lot running along or abutting the shore line of any lake within Seven Lakes Subdivision unless shown on the recorded plats, except, however, Longleaf, Incorporated, for itself, its successors, assigns, and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. Longleaf, Incorporated, its successors or assigns and licensees reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining the above-mentioned utilities and drainage. The owners of said property shall have no cause of action against Longleaf, Incorporated, its successors or assigns or licensees either at law or in equity excepting in case of any damages caused said property, by reason of willful negligence in installing, operating, removing or maintaining the above-mentioned installations.

(6) WATER AVAILABILITY, CONNECTION AND FEES: Grantee, his heirs or assigns, agrees that if and when a central water system is installed in the Subdivision and water made available to Grantee's property by installation of water mains that Grantee will, if and when water service is needed in connection with use of said property, subscribe to water service from central water system and make connection thereto and will pay the Company for use and availability of water, such sums and fees as allowed and approved by the North Carolina Utilities Commission, and in accordance with rules and regulations adopted by the Company and approved by the North Carolina Utilities Commission.

(7) THE PURCHASE of any lot or property adjacent to or bordering upon any of the man made lakes situated within the Sub-division shall not convey any right, title or interest in any property lying beneath the high water mark of such lake or to the surface waters thereover, it being specifically understood and agreed that the Company retains the exclusive right and title to all lake basins and the water contained therein and to all of the property in areas designated as "recreation area". The Company further reserves the right to adopt, promulgate, and enforce such rules and regulations governing the use of all lakes, recreation areas and Clubhouses lying and being upon the property.

(8) The Building Committee shall have the right, in its absolute discretion, to waive any of the foregoing conditions or restrictions upon being shown that the same is unreasonable or unfeasible, as applied to any particular lot or lots in said subdivision.

(9) DEFINITIONS: The following terms used in the foregoing restrictions are hereby defined as follows:

"the company" refers to Longleaf, Incorporated, its successors, assigns or licensees.

"grantee" refers to any person, persons, firm or corporation to whom any property is conveyed and to their successors, in title or interest.

"lot or property" refers to any piece or parcel of real estate situated within the boundaries of Seven Lakes Subdivision, ~~SECTION ONE~~ as shown and delineated on the map thereof made by Pate, Mullins and Associates, Engineers.

"Building Committee" refers to the group of persons appointed by Longleaf, Incorporated, as its agents, to regulate the use of the property and perform the duties herein set forth for such committee and such other duties as delegated to it by Longleaf, Incorporation

(10) COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS: These restrictions shall be considered as covenants

running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, and to recover damages for such violation.

IN WITNESS WHEREOF, Longleaf, Incorporated has caused this instrument to be executed by its duly authorized officers and its seal affixed hereto, this the 8 day of June, 1973.

ATTEST:

Ann Cline
Secretary

(Corporate Seal)

LONGLEAF, INCORPORATED

By: Fred R. Lawrence
President

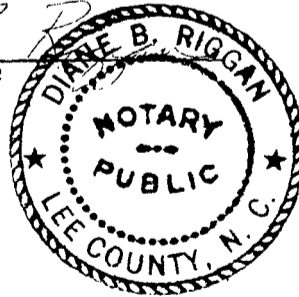
NORTH CAROLINA

LEE COUNTY

I, Diane B. Riggan, a notary public, do hereby certify that Ann Cline personally appeared before me this day and acknowledged that she is the Secretary of Longleaf, Incorporated, and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal this the 8th day of June, 1973.

Diane B. Riggan
Notary Public



My commission expires:

2-11-75 NORTH CAROLINA - MOORE COUNTY
The foregoing (or annexed) certificate of
Diane B. Riggan, Notary Public
Lee COUNTY,
STATE OF N. C., is certified to be
correct. This June 12, 1973.

Grier Gilmore
Register of Deeds
Mary R. Phillips, Assistant

FILED
BOOK 367 PAGE 537
JUN 12 4 42 PM '73
GRIER GILMORE
REGISTER OF DEEDS
MOORE COUNTY, N.C.