

See Release in Book 1424 P318
See Second Amendment Book 2200 P421
Fourth Amendment Book 2466 P513

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as one-half (1/2) foot in computing the total square footage of heated area,

b. that ten per cent (10%) of the total square footage of an attached deck not to exceed a maximum of 100 square feet credit shall be considered in computing the total square footage of heated area.

(d) All two and three-story residences shall have no less than 1375 square feet heated area exclusive of porch area in its bottom floor provided;

a. that each square foot of screened-in porch area and each square foot of an enclosed two-car garage shall be considered as one-half (1/2) foot in computing the total square footage of heated area,

b. that ten per cent (10%) of the total square footage of an attached deck not to exceed a maximum of 100 square feet credit shall be considered in computing the total square footage of heated area.

(e) No single family dwelling shall consist of more than three stories, exclusive of any basement.

(f) No porch or projection of any building shall extend nearer than 50 feet to any road rights of way, nor nearer than 12-1/2 feet to the property line of any abutting property owner, or side street line, nor within fifty (50) feet from the normal water elevation of any lake located within Seven Lakes West 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 West Subdivision.

(g) Plans and specifications must be submitted to the Building Committee of Longleaf, Incorporated, or its designated agent, 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 said Building Committee, or its duly authorized agent before any such work is commenced. The Committee, or its designated agent shall

locate the building on the lot and shall have the authority to disapprove the location thereon for any reason even if desired location is within the restrictions herein set forth. Said committee 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 Longleaf, Incorporated 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 Committee 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.

(h) No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake within the 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.

(i) No lot shall be subdivided except as herein provided, and only one single dwelling shall be erected on any one lot.

(j) Longleaf, Inc., expressly reserves to itself, its successors or assigns, the right to re-plat any two (2) or more lots in any section on the plat of any subdivision prior to their sale in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot or lots so created.

(k) All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residence and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(2) MAINTENANCE FEES, LIMITATIONS ON SALE: Each grantee in accepting a deed for a lot or lots within Seven Lakes West Subdivision and/or executing a membership agreement agrees to and shall be a member of and be subject to the obligation and duly enacted ByLaws and rules of Seven Lakes Landowners Association, Inc., and shall be subject to an annual dues in an amount determined by the Seven Lakes Landowners Association, Inc. which he agrees to pay to Seven Lakes Landowners Association, Inc., 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 Seven Lakes Landowners Association, Inc., its successors and assigns, all charges past and/or future as provided herein, and in strict accordance with, the terms and provisions hereof. Grantee further agrees that if any charges herein set forth are not paid within thirty (30) days, Seven Lakes Landowners Association, Inc., its successors and assigns, shall have the right to interest on said

charges at the maximum legal rate and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(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 such pet shall be allowed off the property of its owner unless on a leash suitable for controlling and holding said pet said leash being controlled and held by the owner or his designated agent. Further, said leash shall not exceed six (6) feet in length. 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 West 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 and/or assigns.

(5) UTILITY EASEMENTS: Longleaf, Incorporated, its successors or assigns, and licensees reserves an easement upon all 60-foot 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 the 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 West 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 and 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.

Further, Longleaf, Incorporated, its successors and assigns, reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light by the owner of said lot.

(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, subscribed to water service from the 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. Upon said connection to the central water system, Grantee will cease using for consumption water from his previous supply whether it be well or otherwise. Water availability fees may be charged irrespective of connection to the central water system.

(7) THE PURPOSE 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 sub-division.

(9) LEASING OR RESIDENCES: Entire residences may be rented, as may be approved or otherwise provided for by the Seven Lakes Landowners Association's Board of Directors. No room may be rented and no transient tenants accommodated. This Section 9 shall not apply, however, to any lease or leases which may be entered into by the Declarant.

(10) Mailboxes, design and location are subject to approval of Declarant or their representatives unless and until a central mail station is constructed and put into use at which time all individual boxes shall be removed and no more mailboxes approved.

(11) All exterior lights shall be attached to the house and be no higher than eaves except for standard lamp posts and walk-way lights.

(12) No television antennas more than 24" higher than house will be allowed. All such antennas must be attached to the house. No towers shall be allowed.

(13) No fences of shrubbery or other material shall be constructed without prior written approval of Longleaf, Incorporated, or such person or persons as they may designate.

(14) 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 in Seven Lakes West 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 West Subdivision, as shown and delineated on the map thereof made by Williams & Works, Inc.

"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, Incorporated.

(15) 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 the 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. The invalidation of any one or more of the covenants or restrictions herein contained by any court of competent jurisdiction in no way shall affect any of the other covenants or restrictions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, Longleaf, Incorporated, has caused this instrument to be executed by its duly authorized officers and its seal affixed hereto, this the 27th day of July, 1979.

LONGLEAF, INCORPORATED

BY: Fred R. Lawrence
Fred R. Lawrence, President



ATTEST:

Ann Norris
Ann Norris, Secretary

NORTH CAROLINA
LEE COUNTY

I, Vicki S. Brewer, a Notary Public do hereby certify that Ann Norris 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 corporate seal, and attested by herself as its Secretary.

Witness my hand and notarial seal, this the 27th day of July, 1979.

Vicki S. Brewer

My Commission Expires:

April 8, 1984

NORTH CAROLINA - MOORE COUNTY

The foregoing (or annexed) certificate of Vicki S. Brewer, Notary Public

Moore COUNTY

STATE OF N. C., is certified to be

correct. This July 27, 19 79

Grier Gilmore

Register of Deeds

Mary R. Phillips, Assistant

EXHIBIT "A"

Maps showing those certain lots and/or parcels of land comprising "Seven Lakes West", which maps are of respective sections of "Seven Lakes West". All said maps are recorded in Plat Cabinet 1 at the Slide number indicated below in the office of the Moore County Register of Deeds, Moore County, Carthage, North Carolina, except for Westwood Section which is recorded in Plat Cabinet 2, Slide 9, Moore County Register of Deeds Office.

<u>Section Name</u>	<u>P.C.</u>	<u>Slide Number</u>	<u>Section Name</u>	<u>P.C.</u>	<u>Slide Number</u>
Sandlewood	1	166	Lakeview	1	188
Elmwood	1	166-B	Village Green	1	188-B
Parkland	1	167	Wedgewood	1	189
Willowdale	1	167-B	Sunset	1	189-B
Eastwood	1	176-B	Blackwood	1	190
Beaver Dam	1	180-B	Edgewood	1	190-B
Lakewood	1	181	Hartside	1	191
Hillendale	1	181-B	Oakwood	1	191-B
Maple	1	182	Forest Hill	1	192
Homestead	1	182-B	Crestview	1	192-B
Sandwood	1	183	Greenhill	1	193
Willowhaven	1	183-B	Northwood	1	193-B
Fairlawn	1	184	Westwood	2	9
Southwood	1	184-B			
Pine Valley	1	185			
Longpoint	1	185-B			
Cedarwood	1	186			
Rosedale	1	186-B			
Woodrow	1	187			
Woodridge	1	187-B			