

BOOK 2100 PAGE 100
RESTRICTIVE COVENANTS

FOR LAKE TERESA DEVELOPMENT

The following restrictions and covenants shall apply to the property known as "Lake Teresa Development" as designated on the plat recorded in the office of the Register of Deeds of Cumberland 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, 1978, 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.

2. All residential buildings shall have at least 1400 square feet of floor area.

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.

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, hogs, chickens, sheep, goats, or other animals except pets, 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 resubdivided so as to produce a greater number of lots.

11. Construction of a residence must be commenced within one year from the date of acquisition of the land, and said residence must be completed within 150 working days after starting, provided, however, that all the provisions in this covenant #11 may be waived should the owner or grantor give written approval so to do, all in his complete discretion.

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. No fence shall be erected upon any of the property unless both the construction and the materials are approved by the owner or grantor, which said approval shall be obtained in writing.

~~16. Should the purchaser decide to sell said property, he shall first offer it to the owners, their heirs or successors, at a total price equal to the total cost of the lot and improvements thereon, plus 5% of said total.~~ *YLB*

17. The covenant and restriction shall be binding upon all owners of lots in Lake Teresa Development, their heirs and assigns.

The foregoing covenants and restrictions are applicable to all lots sold which are adjacent to Lake Teresa, and indicated in Plat Book _____, page _____, Cumberland County Registry. The purpose of this instrument is to verify the fact that all applicable lots will include the covenants and restrictions specified hereinabove.

Witness our hands and seals, the day and year first above written.

Glenard W. Bailey (SEAL)

Sonja M. Bailey (SEAL)

NORTH CAROLINA

CUMBERLAND COUNTY

I, Thelma Butler, Notary Public

do hereby certify that Glenard W. Bailey and wife, Sonja M. Bailey, personally appeared before me this day and acknowledged the due execution of the foregoing document for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of January, 1968.



My comm. expires: 7-14-69

Thelma Butler
NOTARY PUBLIC

North Carolina, Cumberland County

The foregoing or annexed certificate _____
Thelma Butler

Notary Public/Notaries Public is/are certified to be correct.

This instrument was presented for registration and recorded in this Office

at Book 2100, Page 100

This 27 day of May, 1968 at 9:40 O'clock A.M.

Marion Clark By C. Leroy B. Horne
Notary Public