

## RESTRICTIVE COVENANTS FOR LAKE GASTON ESTATES

The following restrictions and covenants shall apply to the property known as Lake Gaston Estates as designated on the plat recorded in the office of the Register of Deeds of Warren 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, 1986 at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by the written consent of these owners of more than 75% 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. Mobile homes will be permitted on lots south of the thoroughfare.
2. All residential buildings shall have at least 600 square feet of floor area for the first floor, exclusive of porches, patios, basements, and garages. Lots adjoining golf course shall have at least 800 square feet of floor area for the first floor.
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, unless expressly agreed to in writing by the Property Owners Association, excepting mobile homes will be permitted on lots south of the thoroughfare.
5. All building material, used in 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, chickens, sheep, or goats 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. All residential buildings must be completed within 150 working days after starting or owner must get written approval of delays from the Property Owners Association.
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 judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
15. The subject lot owner shall be subject to an annual charge of thirty dollars (\$30.00) for the maintenance of roads and recreational facilities. This charge shall be payable on the first day of February of each year hereafter to Property Owners Association, its successors or assigns. It is expressly agreed that said charges shall constitute a lien on subject lot or lots and the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay Property Owners Association, its successors or assigns, all charges provided for in this paragraph.
16. No For Sale signs may be placed on lot in excess of 11 x 18 inches in size.
17. These covenants and restrictions shall be binding upon all owners of lots in Lake Gaston Estates, their heirs, and assigns.