

RETURN TO: HERMAN & HERMAN  
P. O. BOX 323 HIGH POINT, N. C. 27261

6.50 pd

(5)

NORTH CAROLINA

RESTRICTIVE COVENANTS

RANDOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS: That

BLED SOE REAL ESTATE & CONSTRUCTION CO., INC., a North Carolina corporation, does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any of the property herein described in the manner and form as follows:

THAT WHEREAS, the said Bledsoe Real Estate & Construction Co., Inc., is the owner of two subdivided tracts of land, known as "LAKEWOOD FOREST" Section 1 and "LAKEWOOD FOREST" Section 2, plats of which are duly recorded in Flat Book 14, pages 51 and 52 respectively, in the Office of the Register of Deeds of Randolph County, North Carolina, and whereas, it is the intention and purpose of the said Bledsoe Real Estate & Construction Co., Inc., either to erect residences on said lots shown on the record<sup>ed</sup> maps above referred to, or to convey said lots to persons, firms or corporations who will erect their own residences to be used for family purposes, and it is the desire of the said Bledsoe Real Estate & Construction Co., Inc., to establish a general plan pertaining to the enjoyment and use of said lots and of the lake known as "LAKE SILVER" in said subdivisions, for the benefit of prospective purchasers, and to restrict the use of said lots in a uniform manner and to put all persons on notice of such restrictions.

NOW, THEREFORE, in consideration of the premises, and in further consideration of the purchase price to be paid by prospective purchasers of lots in said subdivision, the said Bledsoe Real Estate & Construction Co., Inc., hereby agrees and contracts with all the prospective purchasers that said lots shall be sold subject to the restrictions and covenants hereinafter set out, which shall constitute covenants running with the land and all deeds executed and delivered by the said Bledsoe Real Estate & Construction Co., Inc for lots in the above described subdivisions shall be made subject to the following Restrictive Covenants:

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- 1) The property shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted on any of said lots other than one detached single-family dwelling and a private garage for not more than four cars and other out-buildings incidental to residential use of said lots; not more than one single-family detached dwelling shall be permitted on each lot;
- 2) No dwelling shall be erected or permitted to remain upon any lot unless the heated floor space of the main structure of said dwelling, exclusive of one-story open porches and garages shall be at least 1,200 square feet;
- 3) No shop, store, factory, or business house of any kind shall be erected or permitted to exist on the above described property, and no trailer, basement, tent, shack, garage, barn or other out-buildings erected on any of said lots shall be used as a dwelling either permanently or temporarily; no trailer homes, factory built homes or Shell type homes will be permitted or allowed on any lot;
- 4) No cement blocks are to be used in construction of a home in such a manner so that cement blocks could be seen from the outside;
- 5) No swine, poultry, cattle or livestock shall be kept on the premises and no enclosure therefor shall be erected or maintained on the land hereby conveyed;
- 6) No junk automobiles or any other type salvage shall be stored in this subdivision;
- 7) No outside toilets shall be erected or permitted to remain on this property;
- 8) No dogs or cats or household pets are to be allowed to run free on said property or lots;
- 9) No alley, street, roadway or cartway shall be cut through or dedicated over any lot in this subdivision for the use of the public or land-owners adjoining this subdivision except with the express consent of the undersigned owner and developer, its successors or assigns;
- 10) Lot 8 of Section 1 and Lake Silver as shown on Section 1 of Lakewood Forest are hereby dedicated to the future owners of lots in Lakewood Forest, Section 1 and 2 for the use and enjoyment of said future owners;
- 11) The 25 foot strip of land shown on the record map of Section 1 as part of Lake Silver which runs along the back line adjacent to Lake Silver of Lots 1 through 7, both inclusive, Lot Nos. 30 and 31 and 33 through 36, both inclusive, are also hereby dedicated to the future owners of lots in Section 1 and Section 2 of Lakewood Forest for their benefit and enjoyment; and

The 10 foot strip of land along the line of Lot No. 29 adjacent to Lake Silver is further dedicated to the owners of Lots in Section 1 and 2 above.

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It being understood and agreed that the 25 foot strip and the 10 foot strip above referred to are shown on said recorded map as part of Lake Silver, and in no way changes or alters the lines of the lots as shown on the subdivision map.

This dedication is to run to prospective purchasers of lots, their heirs, devisees, assigns and successors in title and runs with the land.

- 12) All subsequent owners of lots in said Section 1 and Section 2 are required to join in an association of lot holders to pay for the upkeep and maintenance of said LAKE SILVER, Lot 8 in Section 1 and the 25 foot strip of land and the 10 foot strip of land above referred to;

The charge by the association will be \$1.00 per lot per month and may be increased from time to time by a vote of the majority of lot owners in Section 1 and Section 2;

In the event of default in payment of said charge or charges for upkeep and maintenance above referred to, the association may file a lien in the office of the Clerk Superior Court of Randolph County against the owner or owners of record in default, and such liens shall be in the nature of a judgment and any conveyance thereafter shall be made subject to such liens;

upon

The obligation encumbrance /lot owners to join the association and pay the required expenses for upkeep and maintenance above referred to shall be binding on their heirs, devisees, successors and assigns in title and run with the land;

The owners of lots in the association shall keep the Lake, Lot 8 and the 25 foot strip of land and the 10 foot strip of land bordering said Lake above referred to in a neat, sanitary and safe condition, and may use the above described property for recreation, boating, fishing, swimming and picnicking, and all other activities in connection with recreation;

It being understood and agreed that the uses above referred to in the above dedication runs only to owners of lots in Section 1 and Section 2 and to no other persons, firms or corporations;

- 13) These covenants are to run with the land and shall be binding on all parties and all persons claiming under the maker hereof for a period of twenty-five (25) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for consecutive periods of ten (10) years each, unless an instrument signed by a majority of the owners of the lots shall be recorded agreeing to change said covenants in whole or in part;

- 14) These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, to restrain said violation or to recover damages therefor; and any enforcement proceedings may be brought by the owner or owners of any lots or group of lots;

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- 15) Invalidation of any one of these covenants or any part thereof, by Judgment or Court Order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect;
- 16) It shall be lawful for Bledsoe Real Estate & Construction Co., Inc., or for any other person or persons owning a lot or lots in Section 1 and Section 2 of Lakewood Forest to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation, or both.

IN WITNESS WHEREOF, said BLEDSOE REAL ESTATE & CONSTRUCTION CO., INC., has caused this Deed of Restrictions to be executed in its corporate name by its President, attested to by its Secretary, sealed with its corporate seal, all by order of its Board of Directors, this the 10th day of March, 1971.

BLEDSOE REAL ESTATE & CONSTRUCTION CO., INC.

By *Harvey J. Bledsoe*  
President

Attest:

*Larry Bledsoe*  
Secretary

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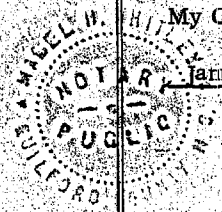
NORTH CAROLINA

GUILFORD COUNTY

I, Mabel H. Whitley, a Notary Public of said County, do hereby certify that LARRY BLEDSOE personally came before me this day and acknowledged that he is Secretary of BLEDSOE REAL ESTATE & CONSTRUCTION CO., INC., 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 himself as its Secretary.

Witness my hand and official seal, this the 10th day of March, 1971.

Mabel H. Whitley  
Notary Public



My Commission Expires:

January 6, 1976

NORTH CAROLINA - Randolph County

The foregoing certificate of Mabel H. Whitley, N.P. of Guilford Co. N.C. is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book \_\_\_\_\_, Page \_\_\_\_\_

This 11th day of March, 1971

at 11:01 o'clock A.M. Annie Shaw, Register of Deeds

By Annie Shaw  
Register of Deeds