

LAKE LAUREL CORPORATION
TO
THE PUBLIC

COVENANTS AND RESTRICTIONS

COVERING LAKE LAUREL SECTION 1
per plat thereof recorded in Plat Book
1 at page 94 in the
Public Records of Mitchell County,
North Carolina.

A. Lake Laurel Corporation, owner of Lake Laurel Section 1, per plat thereof recorded in Plat Book 1 at Page 94 in the Public record of Mitchell County, North Carolina, does by these presents declare that subject to the following express conditions, restrictions and limitations, which conditions, restrictions and limitations are intended to be and shall be accepted as covenants running with the land and which shall be binding alike upon the heirs, personal representatives, successors and assigns of the said Lake Laurel Corporation, the present owner, and all purchasers of lots in said subdivision who by the acceptance of subsequent deed agree to abide by and perform said restrictions, limitations and conditions as hereinafter set forth:

1. LAND USE AND BUILDING TYPE

No building shall be erected or placed on said lands which shall be used or occupied for any purpose except that of private residence exclusively, with the exception of private garages used in connection with residences constructed on said lands; nor shall any part of such private residences and garages ever be used or occupied for trade or business of any kind whatsoever.

2. RESIDENCE IN OTHER THAN THE PRIVATE RESIDENCE DWELLING

No trailer, basement, tent, shack, garage, barn, shelter or building other than a private residence shall at any time be used as a residence, either temporarily or permanently.

3. BUILDING LOCATION

No building, incinerator, barbecue pit, or any other structure or improvement other than fencing or walls shall be located on any lot in this subdivision within twenty-five (25) feet from the side and rear boundary lines or twenty-five (25) feet from the easement line paralleling the front boundary line as shown on the recorded plat hereinbefore described.

4. SITE AREA

Only one residence per acre or per platted lot may be erected unless such parcel of land equals or exceeds one and one-half (1½) acres in size in which case a summer cottage or guest house may be erected at the same time or subsequent to the erection of the private residence, providing that such additional building is not less than four hundred ⁽⁴⁰⁰⁾ square feet in size excluding the items as more fully described in Paragraph seven (7) below.

5. TIME LIMIT ON CONSTRUCTION

Construction having once started on a building located on any lot in this subdivision, the exterior of said building must be completed not later than one (1) year from the date that construction commences.

6. NOXIOUS, ILLEGAL OR IMMORAL USE OF PROPERTY

No noxious, unlawful, illegal, immoral or otherwise objectionable or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or hazard to the neighborhood.

7. DWELLING SIZE

No private residence shall be built in said subdivision that is less than one

thousand (1,000) square feet in size, exclusive of basement, porch, patio and terrace.

8. SEWAGE DISPOSAL

No outside toilet shall be permitted on said lands, but there shall be constructed by the owner, in connection with any residence, a septic tank in accordance with the specifications approved by the county and/or state health authorities that have jurisdiction thereover, provided no sanitary sewage system is available.

9. SIGNS

No signs of any kind shall be displayed to the public view on any lot except signs showing the name of the residence and/or occupants, except "For Sale" signs are permitted but must be approved by the Architectural and Service Committee.

10. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. LIVESTOCK, POULTRY AND OTHER ANIMALS

No livestock, poultry, swine or other animals shall be raised, bred, or kept on any lot, except that dogs, cats, other household pets, and riding horses, none of which shall be kept, bred or maintained for any commercial purpose, may be kept, provided that riding horses shall be properly housed and otherwise stabled and maintained so as not to cause offense to the neighborhood.

12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste; nor shall such be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage, refuse, or trash may be stored or kept within twenty-five (25) feet of the side and rear boundary lines or twenty-five (25) feet of the easement line paralleling the front boundary line.

13. WATER SUPPLY

Each occupied house shall be connected to the subdivision water supply system, such water from said system to be used only for domestic purposes. This restriction shall not be construed to prohibit individual wells for the purpose of lawn sprinkling systems, swimming pools, or other non-domestic use. Consumption of water from the subdivision water supply system shall be limited to these domestic needs which are usual, ordinary, and reasonable.

14. EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE

Each owner accepts title to property in said subdivision subject to the utility and drainage facilities or easements existing at the time of purchase and agrees to provide without cost such additional utility or drainage easement that may from time to time be required for the subdivision, provided said new facility or easements have been approved by the Architectural and Service Committee. Such additional facilities and/or easements, if ever required, shall be limited to the ten (10) feet along the side and rear boundary lines of said property so purchased or otherwise acquired.

15. CONVEYANCE OF ROAD RIGHT OF WAY

The owners of any and all lands located in this subdivision shall convey and otherwise set over without cost to the County, State or other governmental agency, bureau or unit the road easements as shown by the recorded plat hereinbefore described, at such time as said lands are requested by the County, State or other governmental agency for public road purposes; it being further provided that any

cost occasioned by failure of an owner to so convey shall be born by, and is hereby considered to be the liability of, said owner.

16. ARCHITECTURAL AND SERVICE COMMITTEE

A. Membership and Voting - The Architectural and Service Committee is and shall be composed of three (3) members. Those presently holding memberships on the Committee are Quince Cellis and Beverly Cellis of Little Switzerland, North Carolina, and Frank H. Watson, of Spruce Pine, North Carolina. The Membership of the Committee shall be elected by a majority of the owners of record as of the date of election, it being provided that an election for the purpose of electing members and thereby removing, or extending the term of, the then Committee members may be held at any time within the subdivision providing that two (2) weeks' written notice by letter of the meeting be sent all owners of record. Each owner of record shall be entitled to one (1) vote^{per}/each lot owned as designated on the above described recorded plat or per each acre of land owned (fractions of an acre excluded) whichever is the greater. Only one person may vote for each parcel of land owned (lots or acreage) regardless of the manner in which title may be held. Proxies may be cast by those holding the, provided that such holders are otherwise entitled to vote by reason of ownership in the development. In the event of death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor. The members of this Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

B. Powers -

1. Buildings - No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural and Service Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In no event is approval by the Committee in respect to the foregoing to be unreasonably withheld. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or, in any event, if no suit enjoins the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

2. Readways and Water System - The readways and water system shall be maintained and otherwise supervised by the Architectural and Service Committee for the benefit of the owners of property in said subdivision. All monies required for said maintenance shall be collected by the Committee from the property owners on the basis of per square feet of property owned, or upon such other just, equitable, and reasonable basis as may be decided by the Committee. If such bills as are levied by the Committee for the purposes aforesaid shall not be paid within thirty (30) days from the date of tender, then the Committee shall be, and is hereby, empowered to take such legal actions as are necessary to obtain collection, such legal actions including, but not necessarily being limited to, the obtaining of a lien against the property held by the owner in the subdivision, and the foreclosure of such lien against said property. In order to have on hand sufficient funds to meet forthcoming maintenance costs, the Committee may bill the respective owners either on a monthly or yearly basis in advance of such expenses and for the accumulation and safekeeping of such advance monies open, deposit to, and make withdrawals from a checking account in a depository of its choosing, such account to be maintained in the name of the Committee and drawn upon by any one member of the Committee so designated by it.

3. Other Powers - The Committee shall have such other powers as are delegated to it by a majority of the property owners, such majority to be determined in the manner and by the same type of vote as above described in respect to the election of the Architectural and Service Committee members; other powers shall include, but not be limited to, the right to contract for winter police protection, garbage and trash collections, and other similar services^{services} according to the benefit, general welfare, and common good of the owners of property in said development.

17. INCORPORATION OF LANDS IN SECTION TWO AND SECTION THREE

Upon the development by platting of Section Two (2) and Section Three (3) of the subdivision as shown on the plat referred to herein, the owners of said additional lands shall have the right to have said properties incorporated in and become subject to these restrictions and upon the happening of such event or events all properties so incorporated, including Section One (1) shall be construed as one (1) unit and subject to the same restrictions and jointly entitled to the benefits of the subdivision as set forth herein.

B. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions ^{which} shall remain in full force and effect.

Mildred Jean Stapleton
Witness

LAKE LAUREL CORPORATION

BY: James Quince Cellis 5/25/61
President Date

ATTEST:

Mildred Jean Stapleton
Witness

Beverly B. Cellis 5/25/61
Secretary Date

STATE OF NORTH CAROLINA
COUNTY OF MITCHELL

Personally appeared before me this day Beverly B. Cellis, who being by me duly sworn, says that she knows the common seal of Lake Laurel Corporation, and that James Quince Cellis is President of said corporation and that she, the said Beverly B. Cellis, is the Secretary of said corporation and saw the said James Quince Cellis, President, sign the foregoing Covenants and Restrictions and that she, the said Beverly B. Cellis, Secretary as aforesaid, affixed said seal to said instrument and signed her name in attestation and in execution of said instrument.

Witness my hand and notarial seal, this the 25 day of May 1961.

My commission expires June 23, 1961 (N.P. Seal Here)

Mildred Jean Stapleton
Notary Public

STATE OF NORTH CAROLINA
MITCHELL COUNTY

The foregoing certificate of Mildred Jean Stapleton, a Notary Public of Mitchell County with her official seal attached is adjudged to be correct. Let the instrument with the certificates be registered. This the 2 day of June 1961.

Sue W. Greene
Dep. Clerk of the Superior Court

Filed for registration on the 2 day of June 1961 at 8:30 A. M. and recorded.

Sue W. Greene
Register of Deeds