

for amendment to Restrictive Covenants
of Pine Lakes Sec. #3 See Book 698 pg. 246.

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Matthew R. Dordon, Reg. of Deeds
By: (Atty) W. McDonald, Deputy

BOOK 630 PAGE 550

ORIGINAL

for amendment to Restrictive Covenants
See Book 704 page 186.
This June 5, 1981.
Matthew R. Dordon, Register of Deeds
By: (Atty) W. McDonald, Deputy

NORTH CAROLINA
RICHMOND COUNTY

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Croftland, Inc., a North Carolina Corporation, and Canal Development Corporation, a South Carolina corporation, owners and developers of Pine Lakes, Section No. 3, do hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring Lots Nos. 1, 2, 3, 15, 16, and Lots Nos. 18 to 33, both inclusive (but expressly excluding Lots Nos. 4 to 14, both inclusive, and Lot No. 17), shown on the plat of Pine Lakes, Section No. 3 which is recorded in the office of the Register of Deeds for Richmond County, North Carolina, in Plat Book 22 at Page 50, are hereby subjected to the following restrictions as to the use thereof, running with the lots subject to these restrictions by whomsoever owned, to wit:

1. These restrictions shall apply to Lots Nos. 1, 2, 3, 15, 16, and Lots Nos. 18 to 33, both inclusive, as shown on said plat, but there is expressly excluded from the operation of these covenants restrictions for Lots Nos. 4 to 14, both inclusive, and Lot No. 17.
2. The property shall be used for residential purposes only and no commercial building shall be erected, placed or permitted to remain on any lot and no trailers or mobile homes shall be permitted or placed on any lot. No more than one outbuilding in addition to a dwelling shall be erected on any lot and such outbuilding shall be constructed go as to be in harmony with the dwelling constructed on said lot. No more than one dwelling shall be erected on any lot.
3. No dwelling shall be constructed on a lot which shall contain less than 1400 square feet.
4. No building shall be located on any lot nearer than 50 feet to the front lot line, nearer than 30 feet to any side street line, nor nearer than 15 feet to any interior lot line. For the purpose of this covenant eaves, steps or open porches will not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of the building on the lot to encroach upon another lot.
5. No lot shall contain less than 40,000 square feet and no lot shall be subdivided into a smaller lot.
6. No cows, goats, fowl, swine, or poultry may be kept on any lot except that not more than two dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
7. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantial or equal to or exceed the minimum requirements for such systems as issued by the North Carolina State Board of Health and/or the Federal Housing Administration in connection with the issuance of mortgage covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance or any annoyance to the neighborhood. No truck or vehicle in excess of a one-ton load capacity shall be parked or permitted to remain on any lot.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, other than buildings used in the process of construction.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, and all waste shall not 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.

11. These covenants are to run with the lot to which they are applicable and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive years of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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

13. No sign board of any description shall be displayed on any lot, with the exception of a sign "For Rent" or "For Sale", which sign shall not exceed two (2) feet by two (2) feet in size.

14. Invalidity of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Croftland, Inc., a North Carolina corporation, and Canal Development Corporation, a South Carolina corporation, have caused this instrument to be executed by their duly authorized officers, and their seals to be hereunto affixed, on this the 20th day of May, 1980.

CROFTLAND, INC., a North Carolina Corporation



Secretary

CANAL DEVELOPMENT CORPORATION, a South Carolina Corporation

(CORPORATE SEAL)



Secretary

BY: E. Craig Waller Jr., President

Unofficial Document

Unofficial Document

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SEP 4 2 58 PM '80

NORTH CAROLINA
RICHMOND COUNTY

Susan C. McInnis, the undersigned, a North Carolina, do hereby certify that personally appeared before me this day and acknowledged that she is Secretary of CROFTLAND, INC., a North Carolina corporation, 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 her as its Secretary.



WITNESS my hand and notarial seal, this the 25th day of August, 1980.

Michael E. McInnis
NOTARY PUBLIC

My commission expires: 4-25-83

South
NORTH CAROLINA
Horry
RICHMOND COUNTY

I, the undersigned, a Notary Public, do hereby certify that Elizabeth W. Shaw personally appeared before me this day and acknowledged that she is Secretary of CANAL DEVELOPMENT CORPORATION, a South Carolina corporation, 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 her as its Secretary.

WITNESS my hand and notarial seal, this the 29th day of August, 1980.

Phyllis O. Lloyd
NOTARY PUBLIC

My commission expires: 10-24-88

NORTH CAROLINA
RICHMOND COUNTY

The foregoing certificates of Michael E. McInnis
& Phyllis O. Lloyd
are certified to be correct. This instrument was presented for registration and recorded in this office in Book 630, Page 550.

This 4th day of Sept. A.D. 1980, at 2:58 o'clock P.M.

MARTHA R. GORDON,
REGISTER OF DEEDS

BY: Martha R. Gordon