

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CLIPPER POINT SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of November, 1983, by and between MARGLOW, LTD., a North Carolina corporation (referred to hereinafter as "Declarant") and any and all persons, firms or corporations hereafter acquiring any of the within described real property.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property situated in Mecklenburg County, North Carolina consisting of lots within Clipper Point Subdivision as shown on a plat thereof recorded in Map Book 20 at Page 432 in the Mecklenburg County Public Registry;

WHEREAS, Declarant desires and intends to develop the said property into four residential lots and to sell and convey such lots, and further wishes to place the said lots under a general plan or scheme of development for the benefit, interest and advantage of each and every person or entity hereafter acquiring any of the said lots; and

WHEREAS, to impose such a general plan or scheme of development and to protect and promote the benefit of the aforesaid lots and lot owners, Declarant deems it necessary that certain covenants, conditions, easements and restrictions governing and regulating the use and occupancy of such lots be established and declared to be covenants running with the land;

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that all lots located within that property shown on a map recorded in Map Book 20 at Page 432 in the Mecklenburg County Public Registry are held and shall be held, conveyed, hypothecated or encumbered, used, occupied and improved subject to the following restrictions, covenants, conditions and easements (collectively referred to hereinafter as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to these Restrictions, by acceptance of a deed or contract for deed or other conveyance of any interest in or to said property, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such property interest subject to the terms and conditions of these Restrictions and shall be deemed to have assented to the same.

1. Each lot within the property described hereinabove shall be used only for private, single-family residential purposes and not otherwise. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached single-family residence dwelling and such out buildings as are usually accessory to a single-family residence dwelling, including a private garage. Metal sided storage buildings specifically shall not be permitted. A lot shown on the plat may be subdivided or lot lines relocated with the written consent of the Declarant, provided that such resubdivision does not result in lots which violate any governmental rules or regulations concerning subdivision, building or health. The resulting lots, whether four or more, shall be subject to these Restrictions as if originally recorded in such configuration.

Prepared by/Return to: CANNON, KLINE & BLAIR, P. A.
221 South Tryon Street
Charlotte, North Carolina 28202

2. No construction, reconstruction, remodeling, alteration or addition to any structure affecting the exterior configuration of the improvements shall be commenced without obtaining the prior written approval of the Declarant as to plans and specifications, including proposed construction techniques, construction material, roofs and exterior color schemes, as well as the proposed locations of any and all improvements on the applicable lot. All such plans and specifications must be submitted to Declarant prior to the commencement of any construction activity, including clearing and grading work. Plans and specifications must be submitted in the form and substance required by Declarant. Declarant shall be the sole arbiter of such plans and specifications and may withhold or deny approval for any reason including purely aesthetic considerations. This provision shall apply to any and all proposed piers, floats, docks, boathouses, sea walls and other structures and improvements, any portion of which touches upon or overhangs any lot subject to these Restrictions. Approval by the Declarant of plans for docks, piers, boathouses and other aforementioned shoreline improvements does not constitute governmental authorization for construction of such improvements, and lot owners must themselves obtain any and all local, state or federal government approvals as may be necessary for such construction.

In the event that Declarant fails within thirty (30) days to approve or disapprove any plans and specifications submitted as required, then approval will not be required, and this Restriction will be deemed to have been fully complied with.

3. Once Declarant has granted written approval of plans and specifications for proposed lot improvements, as provided hereinabove, construction shall be started and completed promptly and in strict conformity with such plans and specifications. All purchasers of lots within the property described hereinabove shall complete construction of residential improvements upon the lot so purchased in conformity with plans and specifications, as approved and in further conformity with these Restrictions. In the event any lot purchaser has failed to commence construction of a residence upon his lot within one year after his purchase of such lot, Declarant may demand that such lot purchaser immediately commence construction of a residence, and in the event that such lot purchaser fails to commence construction of such improvements pursuant to duly approved plans and specifications within ninety (90) days of said demand, Declarant shall have the option to repurchase the subject lot for a price equal to the consideration which the defaulting lot purchaser originally paid for the said lot, which option shall continue for a period of ninety (90) days after the end of the period stated above (a total of 180 days after said demand), and shall thereafter be extinguished.

4. No residential dwelling constructed upon any lot shall contain less than 2,000 square feet of enclosed and heated space; such dwelling shall be constructed of good quality, new materials and shall have an exterior of wood, brick or stone material. All residential dwellings shall be constructed on the lot by means of conventional construction techniques.

5. No building or structure or any part thereof shall be located on any lot nearer to the front line than the minimum set-back lines shown on the recorded plat referred to hereinabove or nearer than 10 feet to any internal side line or nearer than 50 feet to the lot line adjacent to Lake Wylie.

6. No fence or wall in excess of six feet in height shall be constructed on any lot. No fence or wall, regardless of height, proposed location or construction material, shall be permitted on any lot without prior written approval from Declarant.

7. No temporary house, trailer, tent or other out building or structure shall be placed or erected on any lot; provided, however, that Declarant may grant permission for any such temporary structures for storage of materials during construction. No temporary structures that may be approved shall be used at any time as the dwelling place.

8. No animals or livestock of any description, except for usual household pets, shall be kept on any lot.

9. No television, radio or "HAM" radio antenna, transmitter or reception disc may be located on the lot, except that each residence may have ^{SATellite dish?} one standard rotary type antenna. ^{with ant?}) ?

10. No lot owner shall excavate or extract earth from any lot subject to this Declaration for any business or other commercial purpose. No elevation changes materially affecting surface grade of surrounding lots shall be permitted. No lot shall be increased in size by filling in abutting water.

11. Stationary outside clothes lines will not be permitted and clothes handling devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.

12. All fuel storage tanks shall be buried below ground surface or screened by fencing or shrubbery to the satisfaction of Declarant. Any and all outdoor receptacles for ashes, trash, rubbish or garbage shall be screened, walled or placed and kept so as to conceal same from the view of neighboring lots, roads, waterfront or open areas. Plans for all such screens, walls or enclosures must be approved by Declarant prior to construction.

13. Each lot owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provisions of any governmental code, regulation or restriction in any provision of these Restrictions, the more restrictive provision shall apply.

14. No house or other structure on any lot shall be used for commercial or business purposes. Each lot owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to neighboring lot owners or the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. The foregoing shall not be construed, however, to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units.

15. The pursuit of dangerous, unsightly or obnoxious hobbies or other inherently dangerous or disruptive activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size shall not be undertaken on any part of any lot or abutting waterfront.

16. No trees of more than six inches diameter, nor shrubs, bushes or other vegetation more than three feet in height shall be cut, destroyed or mutilated without prior written consent from Declarant; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the lot owner thereof.

17. Every lot, together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by its owner or owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements.

18. An easement on each lot, as such easement appears on the recorded plat referred to hereinabove, is hereby reserved by the Declarant for the purpose of providing, installing, constructing, operating and maintaining drainage and sewage facilities and utility service lines to, from or for each of the individual lots. Within the area of such easement, as shown on the referenced plat, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such facilities or utilities.

19. Private Driveway.

(a) The driveway shown on the recorded plat referred to hereinabove, beginning with its point of entry onto the real property subject to these Restrictions, extending down the side line between Lots 3 and 4 and then crossing Lots 2 and 3 to Lot 1, is a private driveway and the recording by Declarant of the plat map shall not be construed as a dedication to the public of said driveway. An easement for the use and enjoyment of said driveway for access purposes is hereby reserved to Declarant and granted to all lot owners within the subject real property, their heirs, assigns and invitees.

(b) The maintenance, upkeep, repair and improvements to the driveway shown on the referenced plat shall be the responsibility of the lot owners, as follows: All ordinary maintenance, upkeep, repair and improvements to the driveway shall be shared equally by the lot owners with each lot owner liable for his share to the lot owner who incurs the expense. Declarant shall arbitrate any disputes concerning such obligation or expense among lot owners, and Declarant's decision shall be binding on lot owners. Each lot owner shall be individually responsible for the cost of any extraordinary maintenance, repair or improvement to the driveway necessitated by any damage caused to the driveway by extraordinary traffic traveling to or benefiting such owner's lot, including, but not limited to, construction traffic, moving vans or other similar uses of the lot owner or his invitees.

20. If any lot owner or other person, firm or corporation shall violate or attempt to violate any provision of these Restrictions, any other lot owner or person, firm or corporation to whose benefit these Restrictions inure may bring an action at law or in equity either to prevent such violations, or attempted violations, or to recover damages for violations. Any failure by declarant, any lot owner or any other person, firm or corporation to whose benefit these Restrictions inure, to enforce any provision of these Restrictions shall in no event be deemed a waiver of the right to do so thereafter.

21. Invalidation of any one or more of the provisions of these Restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided and circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

22. The use of the masculine pronoun in the text of these provisions shall include the neuter and feminine; and the use of the singular shall include the plural where the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions to be duly signed this _____ day of November, 1983.

ATTEST:

MARGLOW, LTD., Declarant

[Signature]
Secretary

BY: [Signature]
President

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This _____ day of _____, 198____, personally came before me _____, who, being by me first duly sworn says that _____ he is the President of MARGLOW, LTD., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and Notarial Seal this _____ day of _____, 198____.

Notary Public
My Commission Expires: _____