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STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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RUTH MACKIE

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DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

This DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS is made this 7th day of May, 1997, by Hendil L. Isenhour, hereinafter the "Declarant";

REGISTER OF DEEDS
CATAWBA CO., N. C.

WITNESSETH:

Whereas, the said Declarant has heretofore acquired title to a certain tract or parcel of land described in a deed recorded in Deed Book _____ at Page _____, Catawba County Registry, which property has been subdivided, and a portion of said property has been divided, and numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 as shown on a certain map or plat entitled "CATAWBA SHORES SUBDIVISION -SECTION III" (hereinafter sometimes referred to as the "subdivision"), which said map appears of record in the office of the Register of Deeds of Catawba County, in Plat Book 42, Page 106; and, whereas a certain tract or parcel of land described in a deed recorded in Deed Book 1868, at Page 1349, Catawba County Registry, which property has been subdivided, and a portion of said property has been divided into lots numbered 13, 14 and 15 as shown on a certain map or plat entitled "CATAWBA SHORES SUBDIVISION-SECTION II" (hereinafter sometimes referred to as the "subdivision") which said map appears of record in the office of the Register of Deeds of Catawba County, in Plat Book 35, Page 50.

Whereas, the said Declarant intends to convey said numbered lots as the same are shown and delineated on the above-mentioned maps, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said numbered lots to the end that the restrictive and protective covenants and conditions herein set out shall insure to the benefit of each person, firm or corporation which may acquire title to any or all of said numbered lots and which shall be binding upon each such person, firm, or corporation to whom or to which the said Declarant may hereafter convey any of said numbered lots by deed, mortgage, deed of trust, or other instrument.

Now, therefore, in consideration of the premises, the said Declarant hereby declares that each of the aforementioned numbered lots of "CATAWBA SHORES SUBDIVISION-SECTION II and SECTION III" shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein.

THE RESTRICTIVE AND PROTECTIVE COVENANTS
AND CONDITIONS ARE AS FOLLOWS:

I. LOT:

The word "lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned maps. Provided, however, that the owner of all of a numbered parcel on said maps may combine with such numbered parcel, parts or portions of another numbered parcel or parcels and the aggregate shall be considered as one "lot." No lot shall be resubdivided so as to create an additional building lot with the exception of lot #7 which consists of three building lots. Where a residence has been erected on a tract of land consisting of two or more lots, none of said lots, nor any portion thereof, shall be sold separately if such sale would result in a violation of restriction #2B set forth hereinafter.

2. LAND USE AND BUILDING TYPE:

A. No structure shall be erected, altered, placed or permitted to remain on any lot other than for use as a single-family residential dwelling and only one single-family residential dwelling not exceeding two stories in height, and accessory buildings permitted by zoning ordinance, including, but not limited to, swimming pools and bath facilities, boat houses, etc., shall be erected or permitted to remain upon any lot. No trailer, mobile, modular or shell home may be erected or permitted to remain upon any lot. No trailer, basement, tent, garage, shack or any other outbuilding shall be, at any time, used as a residence, temporarily or permanently. A private garage, and outbuildings incidental to the residential use of said lot, and matching the construction of the house are expressly permitted.

B. All dwellings and other buildings, other than boat storage facilities located at the waterfront, shall be constructed in accordance with the zoning ordinance of ~~the City of Miami Beach~~ ^{the City of Miami}. All dwellings constructed shall be placed approximately midway between the side property lines and shall be not nearer than 40 feet from the front property setback and 15 feet from either side property line with a rear yard requirement of 40 feet. Front facing of homes on corner lots shall be at the discretion of the owner, provided setback requirements are met. The Declarant shall have the authority to approve in writing any variance from this restriction.

C. No part of any said lot shall be used for any type of business, commerce or industry except, however, a professional office within a residence may be permitted, provided there are no employees working in said office who are not residents of that residence.

D. No lot in the subdivision shall be used as a means of public or private access to any property not contained within the boundaries of the subdivision without the express written, acknowledged and recorded approval of the Declarant.

3. ARCHITECTURAL REVIEW

The above described lots are being developed by the Declarant for residential purposes. In view of the mutual and parallel interest of the Declarant and subsequent owners of the above described lots to develop a harmonious community of homes, the Declarant and its successors and/or assigns to whom it may subsequently specifically assign or transfer the rights to conduct architectural review of proposed construction on lots, shall have the right to approve or disapprove architectural plans for proposed construction and the location of improvements on each of the lots.

A. No dwelling shall be commenced, erected, placed, or maintained upon any lot, nor shall any addition, change, or alteration to the exterior of a dwelling be made, unless and until the plans and specifications of the same shall have been submitted to, evaluated, and approved in writing by the Declarant as to the following, including, but not limited to:

- (1) harmony of external design
- (2) location in relation to surroundings
- (3) topography
- (4) exterior materials used
- (5) color combinations
- (6) conformance with the standards of the Declarant

A copy of this written approval shall be made available to the lot owner by the Declarant. This approval may from time to time be amended.

B. Prior to commencement of any construction on any lot, the following specifications shall be submitted to, and approved by the Declarant:

- (1) site plan showing the location of dwelling, drives and walks, and any other accessory buildings or related structures such as swimming pools, tennis courts, etc.

- (2) floor plan of each floor, including basement if applicable, whether finished or unfinished, with heated square footage listed for each floor;
- (3) wall section showing sufficient detail about the exterior;
- (4) views of all sides of the structure(s) to be constructed, showing exterior materials and colors to be used.

C. Garages and other accessory buildings must be constructed from the same, or compatible materials as specified for the dwelling constructed thereon. Garage door entrances and exit doors for vehicles shall not face a street. Wherein a corner lot is involved, the garage entrance and exit doors for vehicles may face the side street. The side street shall be determined by a 40 foot sideline instead of 15 feet, and the front street shall be determined by the 40 foot setback. The Declarant shall have the authority to approve in writing any variance from this restriction.

D. Disapproval of any or all of the specifications may be based upon any ground, including purely aesthetic considerations, which in its discretion it deems sufficient. No alterations may be made in such plans after approval except with written consent. No alterations in the exterior of any building or structure, including but not limited to appearance or location, shall be made without written consent.

E. One copy of all plans and specifications submitted, whether approved or disapproved, shall be retained.

F. The exterior of any structure must be completed within an eighteen month period after construction commences, except where such completion is delayed by strikes, fires, national emergencies or natural calamities.

G. No building material shall be stored on any lot except for purposes of construction on such lot, and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction in which the same is to be used.

H. The owner of a lakefront lot shall be entitled to construct boat storage in strict accordance with restriction #5 ("Dwelling and Roof Pitch Requirements") set forth hereinafter, the Private Facility Guidelines as published by Duke Power Co., county limits, and as set forth below:

- (1) boathouse- a boathouse is defined as a roofed structure not extending past the shoreline used for the purpose of boat storage. Boathouses must be no more than 1 story, however, an open deck on top with a railing not more than 48" in height is allowed. Boathouses must be constructed from materials compatible with the exterior of the residence built or to be built on the lot, and shall have operable doors for all boat entrances. In the case where a boathouse does not have a deck above, the roof must be built from materials identical with the roofing materials used in the residence constructed, or to be constructed, on the lot.
- (2) boat slip or pier- a boat slip or pier is defined as a structure (either floating or permanently anchored to the ground) which extends past the shoreline over the water. Boat slips and piers must be constructed of a material that will withstand water damage, such as pressure treated lumber. Boat slips may have an open deck on top with a railing not more than 48" in height. In the case where a boat slip does not have a deck above, a roof may be built only by using materials identical with the residence constructed, or to be constructed, on the lot.

Boat slips and piers shall be kept and maintained in such a manner that they are aesthetically pleasing.

I. To assure a prestigious lakefront appearance, a durable seawall will be required by all lakefront property owners, except in areas predetermined as optional by the Declarant. To provide an image of development unity, three compatible, appearing options will be allowed:

- (1) a quality granite mrap bank up to football sized granite;

(2) a quality granite wall of comparable color to the granite riprap, with a layer of granite riprap at the wall base;

(3) a designer wood wall with a layer of granite riprap at the wall base.

A drawing specifying the type, location, height, color, dimensional and durability standards shall be provided to the lot owner by the Declarant at the request of the lot owner. No other seawall, or other type of wall whatsoever shall be erected, placed, or permitted to remain at the water edge, without the written consent of the Declarant.

4. DWELLING SIZE:

The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area of unenclosed porches or porches enclosed only with wire screening, attached or detached garages, carports, unheated storage areas, attics, decks, patios, and basement areas (whether heated or unheated) below the front street level entrance.

A. Any one-story dwelling erected upon any lot shall contain not less than 2300 square feet;

B. Any two-story dwelling erected upon any lot shall contain not less than 2800 square feet and the first floor shall contain not less than 1600 square feet. A split-foyer or split-level dwelling erected shall contain not less than 2300 square feet of heated floor space, not to include that heated floor space located under another floor.

5. DWELLING QUALITY AND ROOF PITCH REQUIREMENTS:

A. All dwelling and outbuildings erected upon any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior walls of any dwelling shall be principally constructed of brick, stone, stucco, painted or stained wood siding, asbestos shingle siding, vinyl siding, imitation brick or stonewall siding, and exposed masonry or concrete block are prohibited. No asbestos shall appear above ground level. No cement block, cinder block, or poured concrete walls shall appear above ground level, unless stuccoed with at least 1/8" thick coating material.

B. No "shell home," as the term is generally understood at this time in this area, shall be erected or allowed to remain on any said lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any lot shall be of material and quality of construction comparable in cost, design and quality to the outside surfaces of the dwelling located on said lot.

C. No metal buildings shall be located on any lot. Any storage facility or other outbuilding proposed to be located upon any lot shall be subject to the approval of the Declarant as provided in restriction #3 "Architectural Review" above, and shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said lot, and the exterior of any such outbuilding shall be finished with the same type and quality of materials as the dwelling located on said lot.

D. All drives and walks shall be constructed from concrete, asphalt, flagstone, brick or other similar masonry material.

E. All mailboxes shall be located at the street, unless otherwise required by the United States Postal Service. These mailboxes shall be located in height and distance from the street in accordance with requirements of the United States Postal Service. These mailboxes shall be housed completely, except for the opening, in the same material as the exterior walls of the house on the lot.

F. All buildings erected upon any lot shall have a minimum roof pitch of 5": 12".

6. SETBACK LINES:

No home or building, other than boat storage facilities located at waterfront, shall be erected or permitted to remain nearer to any street or lot boundary line in said subdivision than is permissible under the setback limitations contained in the Catawba County Zoning Ordinance in effect on the date of recordation of this instrument, and shall be at least 40 feet from the front property line, 15 feet from the side property line (wherein a corner lot exists, the sideline of the street shall become 40 feet instead of 15 feet), and 40 feet from the rear yard line.

7. EASEMENTS:

A. Easements for the installation and maintenance of utilities and drainage facilities are reserved along the front, sides, and rear of all lots and as shown, delineated and/or described on the recorded maps of the subdivision referenced above. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each lot shall maintain that portion of said lot lying within easement areas defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. To the extent that any portion of this paragraph shall conflict with any applicable city, county or state law, ordinance or regulation regarding the location dimensions or maintenance of utility or drainage easements, said authority shall be controlling.

B. These lots are now subject to, or may hereafter be subjected to, additional easements in favor of the North Carolina Department of Transportation and/or various companies providing electrical, telephone, natural gas, cable television, and other utilities. Written easements in favor of such entities, when recorded subsequent to the recording of this Declaration, shall be as binding upon owners of lots in this subdivision as if said easements had been recorded prior to this declaration.

C. Sight and landscaping easements are reserved as more particularly shown and designated on the recorded maps of the subdivision or as noted thereon. Excepting any areas which are reserved by the Declarant as a planting buffer, within said easement areas no fence, wall, hedge or other planting shall be permitted to remain at elevations between two feet and six feet above existing topography, the intent being to insure unencumbered and unobstructed vision at intersections of all streets.

8. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash, or debris. Rubbish, trash, debris, garbage or other waste shall be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition and maintained underground or in the rear yard out of view from the front of the property by an enclosure surrounding the container(s) on all sides at least 12" higher than the container(s).

The general contractor of a residence, during construction, shall be required to maintain at all time a dumpsite containing not less than 6 cubic yards of space, for the purpose of depositing all trash which could potentially pose a health or safety hazard, or all trash which could potentially be carried by wind to an adjacent lot.

The Declarant may reserve a lot or lots, where the topography is suitable, as a fill area in order to deposit the topsoil and stumps, etc., that are accumulated by builders during the clearing of lots for the purpose of construction. This practice shall be controlled by the Declarant in such a manner that no health hazard exists. The Declarant shall be responsible for covering this material.

9. NUISANCES.

No trade or business, and no noxious or offensive activities shall be carried on upon any lot nor shall anything be done there on which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any lot. No untagged or inoperable vehicles are permitted to remain upon any lot. No

recreational vehicle of any type, no camper of any type, no boat or boat trailer of any kind or any similar vehicle, shall be permitted to remain upon any lot, either temporarily or permanently, in view from the street except for the purpose of loading and unloading.

10. TEMPORARY STRUCTURE:

No structure of a temporary character, trailer, basement, tent, shack, barn, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. SIGNS:

The Declarant reserves the right to place a sign marking the entrance of the subdivision upon one of the lots. Otherwise, no signs of any kind shall be displayed to the public view on any lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.

12. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for commercial purposes.

13. CLOTHES LINES AND STORAGE TANKS:

Outside clothes lines shall not be permitted on any lot. All storage tanks, which shall include but not be limited to gas bottles and swimming pool filtration equipment, shall be either underground or located in the rear of the lot out of view from the front and surrounded on all sides by an enclosure at least 12" higher than the equipment.

15. FENCES:

No wire or metal fence (other than wrought iron or equivalent fencing and gates, standard tennis court mesh around tennis courts, brick or stucco) shall be erected, placed or permitted to remain on any lot in the subdivision. No fence more than 36" in height shall be erected, placed or permitted to remain any closer to the front property line than the front line of the home constructed on the lot.

No fence located to the rear of the house shall be more than 36" in height, except for privacy fences around swimming pools which shall be no more than 72" in height.

16. ANTENNAS/SATELLITE DISHES:

No satellite dish, antenna of any type, or other similar structure shall be erected, placed or permitted to remain where it is visible from any street in the subdivision.

17. TIME:

These covenants are to run with the land and shall be binding on all persons acquiring title to any of the aforementioned lots for a period of 35 years from the date of the recording of the document and thereafter shall be automatically extended for successive periods of ten years, unless by a written instrument executed by 80% of all owners of lots in the subdivision (each lot being entitled to one vote), and duly recorded in the office of the Register of Deeds of Catawba County within three months of any anniversary date of any such automatic renewal, it is agreed to change said covenants in whole or in part.

18. ENFORCEMENT:

Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages thereof. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages. All legal expenses and court costs incurred for the enforcement of any of these covenants shall be the responsibility of the lot owner found to be in violation thereof.

19. SEVERABILITY:

Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

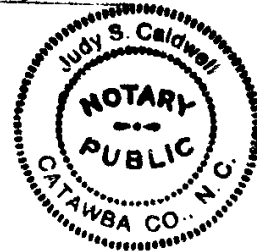
In testimony whereof, Declarant has caused this instrument to be executed in the name of the Partnership by all of the General Partners, this the day and year first above written

Hendil L. Isenhour
Hendil L. Isenhour

NORTH CAROLINA
Catawba COUNTY

I, a Notary Public of the County and State aforesaid, certify that Hendil L. Isenhour, Declarant, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this the 7th day of May, 1997.

Judy S. Caldwell
Notary Public
My Commission Expires: 5-24-98



STATE OF NORTH CAROLINA
CATAWBA COUNTY

The foregoing certificate of Judy S. Caldwell, a Notary Public of Catawba County, N. C., is certified to be correct. Filed for registration this 7th day of May, 1997 at 11:20 A.M. and recorded in the office of the Register of Deeds of Catawba County, N. C. in Book 2029 at Page 1451.

Ruth Mackie
RUTH MACKIE - REGISTER OF DEEDS jc