

NORTH CAROLINA,

LINCOLN COUNTY

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

Whereas, D. L. Phillips Investment Builders, Inc., a North Carolina corporation with its principal office in Charlotte, North Carolina, successor to Lake Norman corporation, is the owner and developer of certain lots of land shown on Maps of the Westport Subdivision which are recorded in the Office of the Register of Deeds of Lincoln County, N. C. as follows:

<u>Lots</u>	<u>Maps</u>
Westport Section 1	Map Book C, Page 125-131
Westport Section 2	Map Book D, Page 89
Westport Section 2, Phase 2	Map Book E, Page 7
Westport Section 2, Phase 3	Map Book E, Page 23
Westport Section 3	Map Book E, Page 104

which lots are hereinafter referred to collectively as "the subdivision"; the lots contained in each of the five sections of the subdivision listed above are hereinafter referred to as a "section"; and

Whereas, D. L. Phillips Investment Builders, Inc. has heretofore placed and imposed upon all of the lots in the subdivision certain restrictions by written instruments recorded as follows:

<u>Lots</u>	<u>Restrictions</u>
Westport Section 1	Book 410, Page 447 as revised in Book 412 at Page 401, and Book 553 at Page 577
Westport Section 2	Book 473, Page 279, as revised in Book 553 and Page 577
Westport Section 2, Phase 2	Book 503, Page 447, as revised in Book 527, Page 818 and Book 553 at Page 577
Westport Section 2, Phase 3	Book 527, Page 818 and Book 531, Page 465 and revised in Book 553 at Page 577
Westport Section 3	Book 535, Page 641 and revised in Book 553 at Page 577

Whereas, D. L. Phillips Investment Builders, Inc., in order to insure the continued development of the subdivision in accordance with a general plan of development for the mutual benefit of lot owners in each section of the subdivision, now desires to clarify and explain portions of said Restrictions by modifying the Restrictions in certain respects, subject, however, to the rights of parties who have heretofore purchased lots in the subdivision; and

Whereas, in order to insure that all of the Restrictions are enforceable by the other lot owners in each section of the subdivision, D. L. Phillips Investment Builders, Inc. now desires to relinquish rights previously reserved only to it and to amend those Restrictions heretofore requiring the approval of or the exercise of discretion by D. L. Phillips Investment Builders, Inc.;

Now, therefore, in consideration of the premises and for the purposes aforesaid, D. L. Phillips Investment Builders, Inc., for itself, its successors and assigns and its future grantees and lessees, does hereby declare that all of the lots described above shall be held, sold and conveyed subject to the following amended and restated conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties herein-after having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. All lots in the subdivision shall be used only for private residential and recreational purposes; and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, together with a private garage or carport for not more than three cars and such boathouse and dock facilities as may be desired for private use.

2. No building, other than a boathouse or dock facilities, shall be erected on any lot in violation of the setback lines as shown on the Maps of Record aforementioned or, with respect to

lots located in Westport Section 1, in violation of the following setback lines:

- (a) For lots in Block V -- 40 feet from the front line (street right of way); and 10 feet from each side lot line, except that Lots 1, 16 and 17 in Block V shall be 15 feet from the side street right of way.
- (b) For lots in Block W -- 30 feet from the front lot line (street right of way); 30 feet from the rear lot line (760 feet elevation contour line); and 10 feet from each side lot line, except that on Lot 1 in Block W the setback line shall be 15 feet from the side street right of way.

Piers, docks and boathouses shall be subject to and approved by Lake Norman Marine Commission or such other governmental entity having jurisdiction at the time such improvements are made.

3. All dwellings in the subdivision shall contain not less than 1600 square feet of ground floor area for a one-story dwelling, not less than 1800 square feet of total finished floor area for split-level dwellings of the tri-level type, and not less than 1400 square feet of ground floor area for a one and one-half story or two-story dwelling. The ground floor area and finished floor area herein referred to shall be gross area and shall not include basements, attached or detached garages, unheated storage areas, carports, porches of any type, or patios.

4. No residence or structure of a temporary nature shall be erected, placed, altered or permitted to remain on any lot, and no trailer, basement, shack, tent, garage, barn, shed or any structure of a similar nature shall be used as a residence on any lot, either temporarily or permanently. And no building shall be erected, placed, altered or permitted to remain on any lot, even though it may meet and comply with all of the other conditions and restriction if such building is a trailer; or is a shell home; or is a mobile home, whether single-wide, double-wide or larger; or has a gable roof with less than 4 in 12 pitch; or has outer walls which are, or appear to be, constructed of exposed walls which are, or appear to be, constructed of exposed concrete blocks, or asbestos shingles or siding; or is a modular or component home or has been prebuilt in modular or component parts (but the use of standard prebuilt

roof trusses, wall and floor systems is permitted if the finished structure otherwise complies with the conditions and restrictions set forth herein).

5. No lot shall be subdivided by sale or otherwise, so as to reduce the total lot area shown on the aforesaid recorded maps.

6. Every dwelling shall be served by (1) a sewage system operated by a public utility pursuant to a franchise granted by the North Carolina Utilities Commission, by a Water and Sewer Authority created under the North Carolina Water and Sewer Authorities Act or by a municipality or other political subdivision having the authority to operate a sewer system in the subdivision or (2) a septic tank sanitary disposal system constructed and maintained in accordance with the requirements of all regulatory agencies having jurisdiction over the subdivision. No septic tank or any components thereof shall be located nearer than 50 feet to the rear lot line (760 feet elevation contour line). No earth-pit privies shall be permitted.

7. Every dwelling shall be connected to and served by a water system operated by a public utility pursuant to a franchise granted by the North Carolina Utilities Commission, by a Water and Sewer Authority created under the North Carolina Water and Sewer Authorities Act or by a municipality or other political subdivision having the authority to operate a water system in the subdivision.

8. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot except household pets which shall not be kept, raised, bred or maintained for any commercial purposes.

9. No sign boards of any description shall be displayed on any lot except signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

10. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. There is hereby created a blanket utility easement consisting of a ten foot right of way over, under and along the front, rear or side lot line of any lot lot; said easement to be used for installation and maintenance of poles, lines, conduits, pipes, guys, transformers, and other equipment necessary or useful for furnishing underground or overhead electric telephone or communications service, gas, water and sewage services or other utilities to the subdivision; in connection with the exercise of this easement the furnishing utility shall have the right to keep clear of said line all trees, brush and other obstructions that may, in any way, endanger the proper maintenance and operation of the same; and shall have the right to clear said lines over said premises to conform to any future highway or street location, widening or improvement; provided, however, that any use of the blanket easement created hereby shall not unreasonably interfere with the use and enjoyment of any lot in accordance with these restrictions.

12. These restrictions shall be covenants running with the land and, as to each section of the subdivision, shall be binding on all parties and all persons claiming an interest in the property within such section of the subdivision for a period of twenty-five years from the date of recordation of the initial restrictions pertaining to such section of the subdivision, and after that time these restrictions shall be extended automatically for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in such section of the subdivision has been recorded, agreeing to change said restrictions in whole or in part.

13. These restrictions may be enforced by D. L. Phillips Investment Builders, Inc. or by the owner or owners of any lot in a section of the subdivision by proceedings at law or in equity, either to restrain violation thereof or to recover damages, against

the person or persons violating or attempting to violate any restriction or restrictions with respect to any other lot or lots located within such section of the subdivision.

14. Invalidation of any one of these restrictions by judgment, court order or statute shall not affect any of the other provisions hereof, which shall remain in full force and effect.

15. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of D. L. Phillips Investment Builders, Inc. than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, D. L. Phillips Investment Builders, Inc. has caused this instrument to be executed in its corporate name and its corporate seal to be hereunto affixed by its duly authorized officers, this 8th day of May, 1980.

D. L. PHILLIPS INVESTMENT BUILDERS, INC.

By Tom P. Phillips
President

ATTEST
[Signature]
Secretary
[CORPORATE SEAL]
SEAL
NORTH CAROLINA,
"C."
MECKLENBURG COUNTY

I, Ellen Latham Horne, a Notary Public, do hereby certify that John C. Raven personally came before me this day and acknowledged that he is Secretary of D. L. PHILLIPS INVESTMENTS BUILDERS, 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 John C. Raven as its Secretary.

Witness my hand and notarial seal, this 8th day of May, 1980.

Ellen Latham Horne
Notary Public

My Commission Expires:
12-16-81

North Carolina, Lincoln County
The foregoing certificate of Ellen Latham Horne, Notary Public, Mecklenburg Co., N.C. is certified to be correct.
Presented for registration and recorded this 30th day of May, 1980 at 9:25 A.M. in Book 277 Page 591

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Elizabeth S. Carpenter
Register of Deeds