

COUNTRY CLUB SHORES

The Buyer agrees that when and if the above lot of land is conveyed, the said lot will be conveyed subject to the following restrictions:

1. The lot hereby conveyed shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on said lot other than one single-family dwelling not to exceed two stories in height above the ground, and other outbuildings incidental to residential use of the lot.
2. No residence shall be located nearer the margin of the street on which it fronts the thirty (30) feet.
3. On all lots except those adjacent or adjoining Lake Norman, no building except a detached garage or other outbuilding located entirely within the rear twenty (20) feet of the lot, shall be closer than ten (10) feet to any interior side lot line.
4. On all lots adjacent or adjoining Lake Norman, no building shall be closer than ten (10) feet to any interior side lot line.
5. No Mobile Home Trailer, basement, tent, shack, garage, barn or other outbuilding erected on said lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No Mobile Home Trailer shall be permitted on any lot.
6. No noxious or offensive trade or activity shall be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No dwelling shall be constructed or maintained on said lot so as to have a ground floor area of less than 1,200 square feet of living space, open porches and garages not included. The exterior design and basic floor plan of any house erected on said lot shall be subject to the approval of the Developer of Country Club Shores, Carolina Developers, Inc. of Charlotte, N. C. Drawings in acceptable form relative to the exterior design and basic floor plan shall be submitted to said Developer either in person or by mailing same to Carolina Developers, Inc. of Charlotte, N. C., 509 American Building, 201 South Tryon Street, Charlotte, North Carolina. Unless such plans shall have been expressly disapproved by the Developer within 10 days after their submission, said plans shall be deemed to have been approved.
8. All structures erected on said lot shall be of new materials (except that old brick may be used). All exposed surfaces of exterior walls shall consist of wood, brick or stone. The use of concrete blocks or asbestos shingles on exposed surfaces of exterior walls is expressly prohibited.
9. No outside toilet shall be permitted on said lot and any residence erected thereon shall contain at least one inside toilet with a private septic tank sewage disposal system on the premises, in accordance with the laws of the State of North Carolina and the regulations of the Health Department of Mecklenburg County.

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10. No fences nor other artificial obstructions exceeding three (3) feet in height be nearer the front than the building set back line.
11. No sign boards of any description shall be displayed on said lot, except signs "For Rent" and "For Sale", which signs shall not exceed two (2) feet by two (2) feet size.
12. Except with the express written permission of Carolina Developers, Inc. of Charlotte, N. C., no part of said lot shall be used as a street, road or alleyway, either public or private, for the purpose of ingress and egress across, to, or from any other adjacent property, it being specifically intended to prohibit a road or alley leading or connecting to any other adjoining lot or tract of land.
13. Carolina Developers, Inc. of Charlotte, N. C. reserve an easement in, and right any time in the future to grant, ten (10) foot right-of-way over, under an along the rear or side lines of said lot for the installation and maintenance of pole lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities including water and sewage services.
14. In the event of the unintentional violation of any of the building line restrictions herein set forth, Carolina Developers, Inc. of Charlotte, N. C. reserve the right, by with the mutual written consent of the owner or owners for the time being of said lot, to change the building line restrictions set forth in this instrument, provided, however that such change shall not exceed ten percent (10%) of the marginal requirement of such building line restrictions.
15. These covenants may be enforced by Carolina Developers, Inc. of Charlotte, N. C. proceedings at law or in equity against the person or persons violating or attempting to violate any covenants, and either to restrain violations thereof or to recover damages.
16. Invalidation of any one of the covenants by judgment, court order or statute shall not affect any of the other provisions hereof which shall remain in full force and effect.
17. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.
18. Nothing herein contained shall be held or construed to impose any restrictions on or easements in any land of Carolina Developers, Inc. of Charlotte, N. C. other than the land herein conveyed.

When Buyer has paid as much as one half ($\frac{1}{2}$) of the total purchase price a deed shall be issued to the Buyer and, in turn, a note and deed of trust for the unpaid balance shall be issued to the Seller by the Buyer.