

CLEMENT POINT

Restrictions

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, RIGHTS, RESTRICTIONS, USES, COVENANTS, RESERVATIONS AND EASEMENTS:

1. No structure shall be erected or placed on the lot other than one single family dwelling and attached or detached garage or carport of similar design. No use shall be made of the property, or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family; provided, however, a house may contain an apartment for a member of the immediate family of the owner-occupant of said house or a garage apartment located on the lot may be occupied by a member of the immediate family of the owner-occupant. NO BUILDING, FENCE, BASKETBALL GOAL, GAZEBO OR ANY OTHER STRUCTURE OF ANY KIND SHALL BE BEGUN, ERECTED OR PLACED ON THE LOT UNTIL THE BUILDING PLANS, SPECIFICATIONS, DESIGN AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING, FENCE, BASKETBALL GOAL, GAZEBO OR STRUCTURE ON THE LOT IN QUESTION HAVE FIRST BEEN APPROVED BY GRANTOR OR GRANTOR'S NOMINEE OR SOME OTHER PERSON OR PERSONS DESIGNATED BY THE GRANTOR IN WRITING (see Paragraph Twenty-three (23) hereof). RETAINING WALLS ABOVE 18 INCHES IN HEIGHT ARE CONSIDERED STRUCTURES AS TO CONFORMITY IN SIZE, TYPE AND QUALITY, AND AS TO HARMONY OF DESIGN WITH THE PROPOSED OR EXISTING STRUCTURES IN THE GENERAL AREA, AND AS TO LOCATION OF THE BUILDING, FENCE, BASKETBALL GOAL, GAZEBO OR STRUCTURE WITH RESPECT TO TOPOGRAPHY AND GROUND ELEVATION; ALSO, ALL PLANS AND BUDGET FOR LANDSCAPING THE LOT ARE TO BE APPROVED IN WRITING BY GRANTOR, OR HIS NOMINEE, AS AFORESAID. MINIMUM ARCHITECTURAL STANDARDS HAVE BEEN ESTABLISHED BY THE GRANTOR THIS CONVEYANCE IS ALSO MADE AND ACCEPTED SUBJECT TO THE TERMS, CONDITIONS, OBLIGATIONS, RIGHTS, RESTRICTIONS, USES, COVENANTS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN CLEMENT POINT MINIMUM ARCHITECTURAL STANDARDS AND CLEMENT POINT ARCHITECTURAL DESIGN PROCEDURE. ALL ARCHITECTURAL APPROVALS MUST BE IN WRITING.

HEREIN, BY ACCEPTANCE AND RECORDATION OF THIS DEED EXPRESSLY AGREES TO ABIDE THEREBY AND FURTHER ACKNOWLEDGE AND AGREE THAT THE SAME SHALL RUN WITH THE TITLE TO THE PROPERTY HEREBY CONVEYED AND SHALL BE BINDING UPON THE GRANTEE(S) AND THE GRANTEE(S)' HEIRS AND ASSIGNS. THE GRANTOR AND ITS NOMINEE OR ASSIGNS RESERVE THE RIGHT TO MAKE REASONABLE MODIFICATIONS IN THE MINIMUM STANDARDS.

The approval or disapproval as required in these covenants shall be in writing. In the event the Grantor, or his nominee shall fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to the Grantor, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

2. Mailboxes, entrance gates, fences, lights, and all other streetscapes must conform to the design standard established by Grantor or his nominee following the procedures set forth in Paragraph One (1) and in the Clement Point Minimum Architectural Standards and Clement Point Architectural Design Procedure.

3. All trees with a diameter of six (6) inches or more to be removed must be marked and approved by the Grantor or Grantor's nominee (see Paragraph Twenty-three (23)). To enhance the quality and harmony of the general area the Grantor or Grantor's nominee can deny the removal of any tree which is not located within the perimeter of the house. A tree survey at the grantee's expense will be required or trees to be marked by Grantee.
4. No dwelling shall be erected on said lot with less than 2,000 square feet. All garage doors shall be kept closed except when the garage is in specific use.
5. Grantor or Grantor's nominee will establish set back lines for each lot prior to closing. No building, other structure or any improvement shall be located on said lot set back lines as determined by the Grantor and/or the Grantor's nominee.
6. The lot may not be subdivided or reduced in size.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on said lot as a residence either temporarily or permanently.
8. No livestock, poultry or other animals shall be kept on said lot except household pets, which pets shall not be used or bred for commercial purposes. Household pets shall not be allowed to run loose, but must be maintained on said lot.
9. No noxious or offensive activity shall be carried on upon said lot. Residents shall not use powered two and three wheeled vehicles in a manner which will disturb other residents. Golfcarts are allowed for licensed drivers only.
10. The Grantor has a substantial investment in the utilities installed in Clement Point. The Grantees hereunder shall grant no easement or right-of-way to any utility company across any part of the Grantees' lot to connect utility lines in Clement Point with lines on property which is not a part of the Clement Point development developed by the Grantor without reasonable payment to the Grantor and the Grantor's consent.
11. No lot nor any part of any lot shall be used as a street without the written consent of Grantor or Grantor's nominee.
12. No sign shall be erected on said lot or posted on any building except one "For Sale" or "Sold" signs which shall not exceed two feet by three feet in dimension. A "sold" sign shall not remain on the lot for longer than ten (10) days after the lot has closed.
13. All driveways shall be paved from the street or adjoining right-of-way to the point where the driveway ends at the dwelling on said lot, to be of concrete of good quality and properly installed, to be done prior to the occupancy of said dwelling. Driveways shall be engineered so that they drain properly on the roadway and shoulder. Any damage done by the general contractor or subcontractors to the roadway or shoulders during construction will be the responsibility of the lot owner.
14. **Grantee shall be responsible for installation and maintenance of grass between the front property line and the edge of the pavement.**
15. All camping buses, panel trucks, school buses, or boats, trailers or camping equipment and similar non-self-propelled vehicles shall be parked or stored in a manner so that they are not located within the restricted area described in Paragraph Five (5) hereof and shall be shielded from view.

16. No satellite dish or like device can be located on the lot without specific approval of Grantor or Grantor's nominee. All exterior television, radio and like antennas must be approved by Grantor or Grantor's nominee.
17. Maintenance and general upkeep of the lot and improvements is required. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, the Grantor or Grantor's nominee has the right to subcontract the needed maintenance and upkeep required. The lot owner will bear these expenses. The Grantor will notify lot owner in writing and give lot owner fifteen (15) days to rectify any problems and if lot owner fails to act within fifteen (15) days, the Grantor or Grantor's nominee has the right to subcontract maintenance and general upkeep for the lot owner.
 - a. At all times during construction there shall be located on the lot trash dumpsters and other suitable containers and areas for disposing of debris. THE OWNER MUST SEE THAT OWNER'S GENERAL CONTRACTOR AND SUBCONTRACTORS KEEP THE CONSTRUCTION SITE CLEAN AT ALL TIMES.
 - b. At all times during construction there shall be located on the lot port-a-johns for use during construction.
18. No firearms, pellet guns, sling shots or BB guns may be fired or used on any lot or in any street in Clement Point.
19. Grantor or Grantor's nominee may proceed to enjoin or to take other legal steps against Grantee(s) or Grantee(s)' assigns, to prevent the violation or attempted violation of any provisions of this deed. Grantor's nominee is entitled to collect reasonable attorney's fees and all other expenses incurred by the nominee in any legal action. Grantor is under no obligation to institute any such proceedings, although Grantor reserves the right to do so.
20. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years each unless an instrument is signed by the Grantor or Grantor's nominee and the Grantees, Grantees' heirs and assigns, agreeing to change said covenants in whole or in part.
21. Grantor or Grantor's nominee reserves the absolute right to change, modify or terminate any or all of these restrictions without the consent of any lot owner or subsequent lot owner. Therefore, these covenants and restrictions may be revised, revoked, substituted, amended, modified, or otherwise altered by the Grantor or Grantor's nominee and the Grantee(s), Grantee(s)' heirs and assigns.

22. Grantor hereby names Robert P. Wilkins, Jr. as Grantor's nominee. If for any reason Robert P. Wilkins, Jr. is unable or unwilling to serve, the Grantor will name a replacement nominee who shall be a property owner in the development. As long as the Grantor owns property in the development, the Grantor further reserves the right to revoke this designation and to name some other person or persons in writing.
23. Invalidation 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.
24. The Grantee(s) herein, by acceptance and recordation of this deed expressly agrees to abide thereby, and further acknowledge and agree that the same shall run with the title to the property hereby conveyed and shall be binding upon the Grantee(s) and the Grantee(s)' heirs and assigns.

THIS CONVEYANCE IS ALSO MADE AND ACCEPTED SUBJECT TO THE TERMS, CONDITIONS, OBLIGATIONS, RIGHTS, RESTRICTIONS, USES, COVENANTS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

THE TERMS AND CONDITIONS CONTAINED HEREIN ARE HEREBY ACKNOWLEDGED

Grantee

Grantee

This conveyance is also made subject to all restrictions and easements of record including any which may be shown on a recorded plat. It is also made subject to all zoning and other governmental regulations of the County of Lexington and any other governmental agency (local, state or federal), together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee(s), and the Grantee(s)' heirs and assigns, forever.

And the Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular said premises unto the Grantee(s) and the Grantee(s)' heirs and assigns against the Grantor and the Grantor's successors and assigns.

1/26/2021