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 PRESENTED & RECORDED:
 03-23-2004 03:57:26 PM
 Patricia A. Reel
 REGISTER OF DEEDS
 BY: TONIA R HAMPTON
 BK: CRP 774
 PG: 213-218

Yancey

Prepared by and return to
Robert E. Yancey
81 West Fort Street, Marion, NC 28752

STATE OF NORTH CAROLINA
COUNTY OF McDOWELL

BEAR CLIFF SUBDIVISION, PHASE III
Plat Book 9, Page 72
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS of Bear Cliff Subdivision is made this 18th day of March, 2004, by Black Bear Development, Inc., hereinafter referred to as Declarant, and any and all persons, firms or Corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration of Restrictive Covenants of Bear Cliff Subdivision, hereinafter called Restrictions;

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain property in McDowell County, North Carolina, known as Bear Cliff Subdivision on Lake James, Lakeview Lots, Phase III; and

WHEREAS, Bear Cliff Subdivision on Lake James, Lakeview Lots, Phase III, is more particularly described by plat thereof recorded in Plat Book 9 at Page 72 in the Office of the Register of Deeds for McDowell County, which reference is hereby made for a more complete description; and

WHEREAS, the said Lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the owner to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and

Declarant has already filed for record a Declaration of Covenants, Conditions and Restrictions for Phase I and Phase II of Bear Cliff Subdivision as recorded in the Office of the Register of Deeds for McDowell County in Deed Book 753 at Page 1 et seq; and

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AND WHEREAS, Declarant desires to make the Bear Cliff Subdivision on Lake James, Lakeview Lots, Phase III, as shown on map recorded in Map Book 9 at Page 72, subject to the Declaration of Covenants, Restrictions and Conditions as recorded in Book 753 at Page 1, except with the modifications hereinafter set forth; and

As, Declarant desires to make the following modifications of the Restrictions set forth in McDowell County Deed Book 753 at Page 1:

ARTICLE ONE

DEFINITIONS

- Section 1.8. "Boat Slip(s)" shall mean and refer to waterfront lots (1-19), Phase I and Lakeview Lots (1-8), Phase II boat slips over the water of Lake James. *NO BOAT SLIPS*
- Section 1.9. "Buffer Area" shall mean the area on the residential Water Front Lots, Phase I development.
- Section 1.20. "Interior Lots" shall mean and refer to those lots in Phase III and Phase IV of the development which will not have water access. Pending availability at Black Bear Marina, the owner of the lot may have the option to annually lease a boat slip.
- Section 1.21. "Lake View Lots" shall mean Lake View Lots 1-8, Phase II development.
- Section 1.38. "Water Front Lot" shall mean the residential lots 1-19, Phase I, located on the Southern and Eastern portion of the property.
- Section 1.40. "Phase I" shall mean the development of waterfront lots 1-19.
- Section 1.41. "Phase II" shall mean the development of Lakeview Lots 1-8.
- Section 1.42. "Phase III" shall mean the development of interior lots which will also include some interior lake view lots. There will be a total of 18 lots in this phase. Phase III lots will not have any water access to their lot. Pending availability at Black Bear Marina, the owner of the interior lots may have the option to annually lease a boat slip.
- Section 1.43. "Phase IV" shall mean the development of interior lots which will also include some interior lake view lots. There will be a total of 13 lots in this phase. Pending availability at Black Bear Marina, the owner of interior lots may have the option to annually lease a boat slip.
- Section 1.44. "Interior Lakeview Lots" shall mean the interior lake view lots part of Phase III and Phase IV that will not have any water access to their lot.

ARTICLE 8

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DEED RESTRICTIONS

Section 8.2. Dwelling Size.

As used herein, "Heated Living Area" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, Heated Living Area excludes vaulted ceilings areas, attics, unheated porches, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios. The term "Story" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term "Half Story" shall mean a story which contains fifty percent (50%) or less Heated Living Area than the story in the dwelling containing the most Heated Living Area.

The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios.

- (A) For Interior Lakeview Lots, Phase III, No dwelling may contain more than one and a half stories with no less than eighteen hundred (1,800) square feet for one story, nineteen hundred and fifty (1,950) square feet for one and one half story of heated Living Area.
- (B) For Interior Lots, Phase III, No dwelling may contain more than two stories and contain less than eighteen hundred (1,800) square feet of heated Living Area for a one story dwelling, nineteen hundred and fifty (1,950) square feet for one and a half story, and twenty two hundred (2,200) square feet of heated Living Area for two stories.

AND WHEREAS, Declarant desires to provide for the preservation of the value of the Bear Cliff Subdivision on Lake James, Phase III, made subject to these Restrictions and the Declaration for the preservation and maintenance of the common property established by the Declaration and by supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all the property described on the hereinabove said recorded plat is made subject to the Restrictions and the Declaration as set forth in McDowell County Deed Book 753 at Page 1, and the modifications contained herein, which are for the purpose of protecting the value and desirability of Bear Cliff Subdivision as it now exists and is hereafter

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expanded and that such Easements, Restrictions, Covenants, and Conditions, shall burden and run with said property and be binding on all parties now or hereafter acquiring and owning said real property their respective heirs, successors and assigns, having any right, title, or interest in the properties now or hereafter subject to these Restrictions and the Declaration, or any part thereof, and shall enure to the benefit of each owner thereof and their respective heirs, successors and assigns.

The Lots of Bear Cliff Subdivision on Lake James, Interior Lakeview Lots and Interior Lots, Phase III, as shown on Map Book 9 at Page 72, are hereby incorporated into and made subject to the Restrictions, Conditions, and Covenants of Bear Cliff Subdivision, Phase I, and Phase II, as recorded in the Office of the Register of Deeds for McDowell County Register of Deeds in Deed Book 753 at Page 1 et seq, except for the following additions and modifications:

ARTICLE ONE

DEFINITIONS

Section 1.8. "Boat Slip(s)" shall mean and refer to waterfront lots (1-19), Phase I and Lakeview Lots (1-8), Phase II boat slips over the water of Lake James.

Section 1.9. "Buffer Area" shall mean the area on the residential Water Front Lots, Phase I development.

Section 1.20. "Interior Lots" shall mean and refer to those lots in Phase III and Phase IV of the development which will not have water access. Pending availability at Black Bear Marina, the owner of the lot may have the option to annually lease a boat slip.

Section 1.21. "Lake View Lots" shall mean Lake View Lots 1-8, Phase II development.

Section 1.38. "Water Front Lot" shall mean the residential lots 1-19, Phase I, located on the Southern and Eastern portion of the property.

Section 1.40. "Phase I" shall mean the development of waterfront lots 1-19.

Section 1.41. "Phase II" shall mean the development of Lakeview Lots 1-8.

Section 1.42. "Phase III" shall mean the development of interior lots which will also include some interior lake view lots. There will be a total of 18 lots in this phase. Phase III lots will not have any water access to their lot. Pending availability at Black Bear Marina, the owner of the interior lots may have the option to annually lease a boat slip.

Section 1.43. "Phase IV" shall mean the development of interior lots which will also include some interior lake view lots. There will be a total of 13 lots in this phase. Pending availability at Black Bear Marina, the owner of interior lots may have the option to

annually lease a boat slip.

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Section 1.44. "Interior Lakeview Lots" shall mean the interior lake view lots part of Phase III and Phase IV that will not have any water access to their lot.

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As used herein, "Heated Living Area" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, Heated Living Area excludes vaulted ceilings areas, attics, unheated porches, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios. The term "Story" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term "Half Story" shall mean a story which contains fifty percent (50%) or less Heated Living Area than the story in the dwelling containing the most Heated Living Area.

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- (B) For Interior Lots, Phase III, No dwelling may contain more than two stories and contain less than eighteen hundred (1,800) square feet of heated Living Area for a one story dwelling, nineteen hundred and fifty (1,950) square feet for one and a half story, and twenty two hundred (2,200) square feet of heated Living Area for two stories.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by his officers thereunto duly authorized, and its Corporate Seal to be hereunto affixed, all the day and year first above written.

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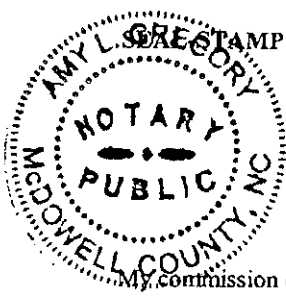
Black Bear Development, Inc.

Corporate Name

By: [Signature]
Date Lunsford, President



Attest: Veda Rowe
Secretary (Corporate Seal)



STATE OF NORTH CAROLINA, McDOWELL COUNTY.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Veda Rowe personally came before me this day and acknowledged that she is Secretary of Black Bear Development, Inc., a North Carolina corporation, 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 him/her as its Secretary. Witness my hand and official stamp or seal, this 23rd day of March, 2004.

My commission expires: 04-21-2008

[Signature] Notary Public

Patricia A. Reel
Register of Deeds

McDowell County Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail register@mcdowell.main.nc.us



Filed For Registration: 03/23/2004 03:57:26 PM
Book: CRP 774 Page: 213-218
Document No.: 2004002113
DECLARATION 6 PGS 29.00
Recorder: TONIA R HAMPTON

State of North Carolina, County of McDowell
The foregoing certificates of AMY L GREGORY Notary(ies) Public is(are) certified to be correct this 23RD of MARCH 2004.
PATRICIA A. REEL, REGISTER OF DEEDS

By: _____
DEPUTY REGISTER OF DEEDS

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.