

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

RESTRICTION AGREEMENT

PRESENTED
FOR
REGISTRATION
'79 MAY 2 PM 4 00
CHARLES L. BENDER
REGISTER OF DEEDS
MECKLENBURG COUNTY, N.C.

KNOW ALL MEN BY THESE PRESENTS, that CHARLES C. COMPANY, does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any of the following described property:

In Pineville Township, Mecklenburg County, North Carolina, and more particularly described as follows:

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Lots 61 through 72 (both inclusive) in Block 3, and Lots 3, through 10 (both inclusive) in Block 6 of Section 3A of PARK RIDGE SUBDIVISION, as shown on a plat dated January 1979 by Bobby J. Raye, Registered Surveyor, and recorded in the Mecklenburg Registry in Book 19 at Page 23.

that said property is hereby subject to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to wit:

1. USE OF LAND. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot.
2. MINIMUM SIZE OF RESIDENCE. No residence shall be constructed or permitted to remain on any lot which does not have at least 1,300 square feet of area under roof and at least 1,100 square feet of heated floor space.
3. LOCATION OF BUILDINGS. No building shall be erected on any lot nearer any front or side street line than the building setback line shown on the recorded map, except that an unattached garage or carport any portion of which is nearer than two feet to an interior side lot line shall not be deemed a violation of this covenant if the same is located in its entirety on the rear one-quarter of the lot.
4. SIZE OF LOTS. No residential structure shall be placed or erected on any building plot, which plot has an area of less than 10,000 square feet or a width of less than seventy feet at the front setback line; provided, however, that the foregoing shall not be construed to be a representation by the undersigned that a residence building may be constructed upon a lot of such size, it being understood that applicable zoning ordinances are to be complied with to the extent that the same are enforced by governmental authorities. In any event, no lot may be subdivided by sale or otherwise unless such subdivision is agreed to in writing by the undersigned, or by its successors and assigns, and the written agreement to such subdivision is recorded in the Mecklenburg County Public Registry.

Drawn by *[Signature]*

WILLIAMS, McNEAL & HAYLER, P.A.
2610 ROUNDTREE PLAZA TOWER

5. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions herein set forth, Charles C. Ervin Company, its successors or assigns, reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building restrictions.

6. CONDITIONS.

(a) No chain link fence shall be erected on any lot and no fence shall be erected on any lot closer to any street line than the building setback line shown upon the recorded map, except with permission of the Developer.

(b) No house or other structure on any lot shall be used for commercial or business purposes. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used, in whole or in part, for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other such debris for pickup by garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Developer may, at its option, ten (10) days after posting a notice thereon, or mailing a notice to said owner at his property address, requesting owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said owner's expense, and owner shall be personally liable to the Developer for the costs of removal. By acquiring property subject to these restrictions, each and every owner agrees to pay such costs promptly upon demand by the Developer, its agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this paragraph shall not apply to lots upon which houses are under construction.

(c) No trailer, tent, shack, garage, barn, storage shed or other outbuilding erected on any 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.

(d) No shack, storage shed, barn or any other outbuilding shall be constructed on any lot unless said structure is constructed with the same or similar materials as the residence located thereon and is of a similar architectural design.

(e) No animals or fowl of any kind other than domesticated household pets shall be kept or maintained on any lot.

(f) No sign boards of any description shall be displayed upon or above any lot with the exception of:

(i) Signs "For Rent" or "For Sale", which such signs shall not exceed two feet by three feet in dimensions; describing only the premises on which displayed; and limited to one sign per lot;

(ii) The name of the owner and the street address, the design of which shall be furnished to the Developer upon request; and the Developer shall have the right to disapprove such design and prohibit the erection of such sign as does not meet with its approval. No billboards or other advertising signs shall be permitted; and

(iii) Developer shall have the right to erect an entrance sign, designating the name of the subdivision on a lot adjacent to the main entrance to the subdivision.

(g) No trucks, buses, vans or similar commercial vehicles shall be parked or stored on any lot or street fronting thereon other than on a purely temporary basis (not longer than one day), solely in connection with servicing the residence located on a lot.

(h) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, irrespective of whether the same are shown on the recorded plat, easements for installation and maintenance of utility and drainage facilities are reserved over those parcels contiguous to the rear and side lot lines, which said parcels are ten (10) feet wide along the rear lot lines and five (5) feet wide along the side lot lines. Moreover, where necessary, easements are reserved for drainage facilities, which said easements are ten (10) feet in width (or such lesser width as Charles C. Ervin Company, its successors or assigns, may determine) and will be located by Charles C. Ervin Company, its successors or assigns, in the exercise of its or their sole discretion, but with the understanding that same shall not interfere with improvements placed upon any of the lots. Where a right-of-way for a drainage easement is asserted by Charles C. Ervin Company (or a successor or assign of Charles C. Ervin Company) and the drainage facilities are installed upon the ground, there shall be no grading or regrading within or without the easement which will or may have the effect of obstructing the free flow of water in the easement and in the vicinity of same.

(i) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots (exclusive of trustees in deeds of trust and owners and holders of notes secured by deeds of trust) has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the party hereto has caused these presents to be signed in its partnership name by its sole general partner, this the 20 day of April, 1979.

CHARLES C. ERVIN COMPANY,
a Georgia Limited Partnership

By: Charles C. Ervin
Charles C. Ervin,
Sole General Partner

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

Personally appeared before me, a Notary Public, CHARLES C. ERVIN, who upon being duly sworn says that he is the Sole General Partner in CHARLES C. ERVIN COMPANY, a Georgia Limited Partnership, and that the instrument was signed and sealed by him on behalf of said partnership by its authority duly given. And the said CHARLES C. ERVIN acknowledged the said instrument to be the act and deed of said partnership.

WITNESS my hand and Notarial Seal, this 20th day of April, 1979.

My comm. expires: 5/22/80

Vertaw Bennett
Notary Public