

WTR: Carver

812 1649 4. 345

NORTH CAROLINA)
MECKLENBURG COUNTY)

RESTRICTION AGREEMENT

THIS AGREEMENT, Made and entered into this 22 day of June, 1955, by D. E. Allen and wife Rachel B. Allen; Viola Davis Allen and husband W. R. Allen; and Ray Rankin, Trustee in deed of trust recorded in Book 1621, page 9; F. O. Davis and wife Maude S. Davis; and Ray Rankin, Trustee in deed of trust recorded in Book 1620, page 543, of said Mecklenburg County Registry, the owners of the real estate hereinafter described and of all interests therein,

W I T N E S S E T H :

That the parties hereto do hereby impose certain restrictions governing and affecting the use of the lots in Darby Acres, in Crab Orchard Township, Mecklenburg County, North Carolina, as shown on map thereof dated October , 1955, prepared by A. V. Blankenship, C.E., recorded in Map Book 7, page 1, of Mecklenburg County Registry, to-wit:

It is mutually agreed by and between the parties that the following conditions, reservations, restrictions, covenants and easements be and the same are hereby imposed upon all of the land hereinabove described and on each and every lot therein as follows:

(A) These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of 25 years from the date of the filing of these restrictions, and from said time the said covenants shall be automatically extended for successive periods of ten years unless by vote of the then owners of a majority of the lots it is agreed to change them in whole or in part.

(B) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said development or subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(C) Invalidation of any one or more of these covenants by judgment or court order shall not in anywise affect any of the other provisions hereof, which shall remain in full force and effect.

1. All lots in the tract shall be known and described as residential lots, and no structures shall be erected, altered, placed, or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, together with other accessory

structures outstanding incidental to residential use of the lot.

8. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than six (6) feet to any side lot line, carports attached to residence excepted.

In the event of the unintentional violation of any of the building line restrictions herein set forth, the parties hereto reserve the right, by and with the mutual written consent of the owner or owners for the time being of the lot or lots affected thereby, to change such restriction accordingly; provided, however, that such change shall not exceed 10% of the marginal requirement of such building line restriction.

9. One residence may be erected upon any lot in the subdivision as shown on the recorded map; but no re-subdivision of any of the lots shown on said map shall be made or permitted which would result in a lot having an area of less than 10,000 square feet or a width of less than 70 feet at the front building setback line.
4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No trailer, basement, vent, shack, garage, barn or other outbuilding erected in the tract shall be used at any time for a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No signboards of any description shall be placed or displayed on any residential lot except "For Rent" or "For Sale," which signs shall not exceed 2 feet by 3 feet in size.
7. No fence or other obstruction exceeding 3 feet in height shall be permitted nearer the front street or a side street or the side lot lines than the residential building setback lines set out in paragraph 2 hereof.
8. Any residential structure erected or placed on Lot 1, in Block 1; Lots 6 and 8, in Block 2; Lots 1 and 19, in Block 4; and Lot 8, in Block 6, shall face directly into the "nose" or point of street intersection of such lots.
9. No dwelling costing less than \$10,000, based on costs as of June 15, 1953, shall be permitted on any of said lots. The ground floor area of the main structure erected on any of said lots, exclusive of porches and garages, shall be not less than 1100 square feet in the case of a one-story structure; not less than 800 square feet on the ground floor and 400 square feet on the second floor in the case of a one and one-half story structure; and not less than 1600 square feet combined total of both ground and second floors in the case of a 2-story structure.
10. An easement is hereby reserved over the front 5 feet of all lots fronting on Lansdale Drive and Birchcrest Drive, and an easement of 5 feet is also reserved along the north line of Lot 3 in Block 1; the south line of Lot 1 in Block 5; the north line of Lot 18 in Block 3; the south line of Lot 1 in Block 6; the south line of Lot 1 in Block 8; the north line of Lot 22 in Block 2, for the purpose of obtaining State Highway maintenance of these streets; this easement shall be null and void if and when the corporate limits of the City of Charlotte are extended to include this area and the maintenance of the aforesaid streets has been taken over by the City of Charlotte.

11. Plans and specifications for any residence to be built by any person or company other than D. E. Allen upon any lot in the subdivision shall be submitted to D. E. Allen, the developer, for approval. Approval or disapproval shall be given by D. E. Allen in writing within ten days after receipt of plans and specifications.

12. An easement is hereby reserved over the rear 5 feet of each lot for utility installation and maintenance, it being understood that said easement is for the mutual benefit of all of the lots in this subdivision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 17 day of June, 1955.

D. E. Allen (SEAL)
D. E. Allen

Rachel B. Allen (SEAL)
Rachel B. Allen

Viola Davis Allen (SEAL)
Viola Davis Allen

W. R. Allen (SEAL)
W. R. Allen

Ray Rankin Trustee (SEAL)
Ray Rankin, Trustee in D/W

F. C. Davis (SEAL)
F. C. Davis

Maudie S. Davis (SEAL)
Maudie S. Davis

Ray Rankin Trustee (SEAL)
Ray Rankin, Trustee in D/W

Ray Rankin Trustee in D/W
in Book 1620, page 573.

NORTH CAROLINA

MECKLENBURG COUNTY

I, Mary Ann W. DeLand a Notary Public in and for said County and State, do hereby certify that D. E. Allen and wife Rachel B. Allen, ~~Viola Davis Allen, F. C. Davis and wife Maudie S. Davis,~~ and Ray Rankin, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

IN WITNESS my hand and notarial seal, this 22 day of June,

Mary Ann W. DeLand Notary Public

