

THIS AGREEMENT, made and entered into by Geo. S. Goodyear, Agent, Joint Venture between Geo. Goodyear Co. and Goodyear Investment Company, Charlotte Construction Co., Inc., Charles B. Martin and wife, Cora S. Martin, American Trust Company, owner and holder of note and deed of trust to be recorded, Kenneth A. Griffin, Trustee under said deed of trust to American Trust Company, Riley Clark and wife, Monie W. Clark, Charles C. Tucker and wife, Virginia S. Tucker, Cecil R. Campbell and wife, Catherine N. Campbell, E. Jack Price and wife, Kitty F. Price, Harry B. Baker and wife, Sara C. Baker, Paul L. Cromelin and wife, Vonceil B. Cromelin, Charlotte Construction Co., Inc., Chas. B. Martin and wife, Cora S. Martin, M & M Enterprises, Inc.

being all of the owners of the real estate hereinafter described,

W I T N E S S E T H:

WHEREAS, the parties hereto, representing all interests therein, desire to impose upon the following real estate certain restrictions governing and affecting the use thereof:

Being all of Lots 1 through 63, inclusive, according to map recorded in Map Book 8, Pages 73 and 75 of said Registry, prepared by A. V. Blankenship, Civil Engineer, and dated in March, 1957.

THEREFORE, it is agreed by and between said parties that the following restrictions be and they are hereby imposed upon the above real estate. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said restrictions in whole or in part.

(1) All of the above lots shall be known and designated as residential lots and no re-subdivision thereof shall be effected resulting in residential lots having an area of less than 15,000 square feet.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one 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.

No garage or carport attached or detached shall be placed on lot so that entrance will face the street.

(2) No building shall be erected, placed or altered on any of said residential plots until the building plans, specifications and plat showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by said Joint Venture, or its successors and assigns. In the event said Joint Venture, or its successors and assigns, fails to approve or disapprove such design and location within ten days after said plans and specifications have been submitted to it, or if the improvements are completed without the filing of a lis pendens in the office of the Clerk of Superior Court of Mecklenburg County, North Carolina, such approval will not be required and this covenant will be deemed to have been fully complied with. Joint Venture, or its successors and assigns, shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said Joint Venture, or its successors and assigns, shall cease on and after the expiration date of these covenants. Thereafter, the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Joint Venture, or its successors and assigns.

(3) No residence or dwelling shall be located on any residential plot nearer than the building line shown on recorded map. No building shall be located on any residential plot nearer than ten feet to the side lot lines. The ten feet restriction shall not be so construed as to result in a violation of the side line restriction in the event a building is located within ten feet of the side lines of the lots shown on the aforesaid map, if, by re-subdivision, new side lines fall outside the restricted area. There is reserved along all streets except Mountainbrook Road a five foot easement to the State Highway Department.

PROVIDED, however, said Joint Venture, or its successors and assigns, is hereby granted and conveyed, and does hereby reserve the right to amend or alter the restrictions contained in this paragraph so as to provide for minor violations thereof. The term "minor violations" shall not be interpreted to include any violation in excess of 10% of the minimum restriction. Such amendment or alternative may be made only by the written consent of said Joint Venture, or its successors and assigns, and the owner or owners for the time being of the plot or plots upon which such restrictive covenants are to be changed.

(4) No noxious or offensive trade or activity shall be carried on upon any residential plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(5) No fence or other obstruction (not including the main residence) exceeding 54 inches in height shall be nearer the front and side streets than the setback distances shown on recorded plat plan of property.

(6) No trailer, basement, tent, shack, garage, barn or outbuilding erected on any residential plot 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.

(7) No dwelling costing less than \$12,000.00 or whose ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1500 square feet. In the case of split levels, one and one-half stories and two stories, the area of the ground floor shall not be less than 1200 square feet heated area and the entire heated area shall not be less than 1750 square feet.

(8) No animals or poultry of any kind shall be kept or maintained on any part of said property except house pets such as dogs and cats.

(9) No signboards of any description shall be displayed on any of said residential plots except signs "For Rent" and "For Sale", which signs shall not exceed 15 inches by 20 inches.

(10) No building shall be placed nor shall any material or refuse be placed or stored on lot within 20 feet of the property line of any park or edge of any open water course, except that cleanfill may be placed nearer to the residential plot line provided the natural water course is not altered or blocked by such fill.

(11) Oil drilling, oil development operations, or refining, or mining operations of any kind, or quarrying shall not be permitted upon or in any of the residential lots in the tract described herein, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any of the lots within the subdivision.

(12) Nothing herein shall be construed as imposing any restrictions upon any property not herein specifically described.

If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this the 22nd day of May, 1957.

JOINT VENTURE between GEO. GOODYEAR CO.  
and GOODYEAR INVESTMENT COMPANY

BY: (s) Geo. S. Goodyear (SEAL)  
Agent  
(s) E. Jack Price (SEAL)  
(s) Kitty F. Price (SEAL)  
(s) Harry B. Baker (SEAL)  
(s) Sara C. Baker (SEAL)  
(s) Paul L. Cromelin (SEAL)  
(s) Von Cecil B. Cromelin (SEAL)  
AMERICAN TRUST COMPANY

(s) J. J. Clark  
Asst. Secretary

(s) R. E. Kerr (SEAL)  
Vice President  
(s) Riley Clark (SEAL)  
(s) Charles C. Tucker (SEAL)  
(s) Virginia S. Tucker (SEAL)  
(s) Cecil R. Campbell (SEAL)  
(s) Catherine N. Campbell (SEAL)  
(s) Monie W. Clark (SEAL)

ATTEST:

(s) Lewis H. Pugham  
Secretary

CHARLOTTE CONSTRUCTION CO., INC. (SEAL)

By: Chas. B. Martin, President (SEAL)

(s) Chas. B. Martin (SEAL)

(s) Cora S. Martin (SEAL)

ATTEST:

M & M ENTERPRISES, INC. (SEAL)

(s) Cora S. Martin  
Secretary

(s) Chas. B. Martin, President (SEAL)

(s) Kenneth A. Griffin (SEAL)  
Trustee