

THIS AGREEMENT, made and entered into by and between Waters Construction Company, Inc. and City Savings Bank, owner and holder of note and deed of trust which is recorded in Book 2913 at Page 73 of the Mecklenburg County Registry, and W. R. Cuthbertson, Trustee under said deed of trust; 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 17, 18, 19, 20, 21, 22, 23, 24 and 37 of Mountainbrook Addition #6 as shown on a map recorded in Map Book 14, Page 269 of the Mecklenburg Public Registry;

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, 1993, 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.

(2) 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 three stories in height and a private garage for not more than three cars; and other outbuildings incidental to residential use of the plot. No detached garages or carports shall be erected.

(3) 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 Waters Construction Company, Inc., or its successors and assigns. In the event said Waters Construction Company, Inc. 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. Waters Construction Company, Inc., its successors and assigns shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said Waters Construction Company, Inc., 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 Waters Construction Company, Inc., or its successors and assigns.

(4) 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 foot 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.

PROVIDED, however, said Waters Construction Company, Inc. 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 20% of the minimum restriction. Such amendment or alternative may be made only by the written consent of Waters Construction Company, Inc., 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.

(5) 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.

(6) 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.

(7) 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.

(8) No dwelling costing less than \$20,000.00 or whose ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 2,000 square feet. In the case of split levels, one and one-half stories and two and three stories the area of the ground floor shall not be less than 1,400 square feet heated area and the entire heated area shall not be less than 2,150 square feet.

(9) 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.

(10) 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, nor shall radio or television towers of any type be installed that height shall exceed 20 feet above crest of roof or the highest building which exists on the lot on which tower is being installed.

(11) 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.

(12) 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 in which this lot is located. No oil wells, tunnels, mineral excavations or shafts shall be permitted upon or in any of the lots within the subdivision.

(13) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on plat to be recorded. Within these easements no structure planting or other materials shall be permitted to remain which may endanger or interfere with installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water to the drainage channel in the easements. The easement area of each lot and/or improvements in it shall be maintained continuously by the owners of the lot except for those improvements for which a public utility or private utility company are responsible.

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 16th day of May, 1968.

WATERS CONSTRUCTION COMPANY, INC.

By: William W. Waters

PRESIDENT

ATTEST:

C. A. Waters
Secretary

CITY SAVINGS BANK (Now City National Bank)

By: W. R. Cuthbertson

PRESIDENT

ATTEST:

James H. Waters
Secretary

W. R. Cuthbertson

(SEAL)

W. R. Cuthbertson, Trustee

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 16 day of May, 1968, personally came before me William W. Waters who, being by me duly sworn says that he is the President of Waters Construction Company, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said William W. Waters acknowledged the said writing to be the act and deed of said Corporation.

Jean N. Dobson
Notary Public

My Comm. Expires: 9-12-69

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 16th day of May, 1968, personally came before me W. R. Cuthbertson who, being by me duly sworn, says that he is the President of City Savings Bank and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said W. R. Cuthbertson acknowledged the said writing to be the act and deed of said Corporation.

Sandra L. Mullis
Notary Public

My Comm. Expires: 5-9-69

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Sandra L. Mullis, a Notary Public in and for the State and County aforesaid, do hereby certify that W. R. Cuthbertson, Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 16th day of May, 1968.

Sandra L. Mullis
Notary Public

My Comm. Expires: 5-9-69