

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANT AGREEMENT

COUNTY OF MECKLENBURG

This Agreement and Declaration of Restrictions, made and entered into this the day of July, 1955 by Johnson McMillan Lumber Company, a Corporation organized and existing under the laws of the State of North Carolina;

WITNESSETH:

WHEREAS, Johnson-McMillan Lumber Company is the owner of all that certain property known as Windwood Circle as shown on a map thereof recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina in Map Book 698 page 511.

AND WHEREAS, the said party desires to develop the property referred to as a residential area and to that end has agreed to restrict the use and occupancy of the same in accordance with a general plan of development as hereinafter set out for the protection and benefit of said property and the future owners thereof.

NOW, THEREFORE, in consideration of the premises Johnson-McMillan Lumber Company covenants and agrees with all persons, firms or corporations hereinafter owning any of the property above described, that all of the lots shown on said map are hereby subjected to the following restrictions, conditions, and covenants as to the use and occupancy thereof, which shall run with the land and shall be binding upon all persons, firms or corporations hereafter owning said property;

If any person, firm or corporation hereafter owning said property shall violate or attempt to violate any of the restrictions, conditions and covenants herein, it shall be lawful for any other person, firm or corporation owning any of the lots restricted hereby to prosecute any proceedings at law or in equity against the persons, firm or corporation violating or attempting to violate any such restrictions, conditions and covenants, and either to prevent him or it from doing so, or to recover damages for such violation.

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

A. The lots shown on the map above referred to shall be known and designated as residential lots.

B. No structure shall be erected, placed or permitted to remain on any of the said lots other than one detached single family dwelling and any accessory structure customarily incident to residential use of the said lots.

C. No residence erected on said lots shall contain less than 1,400 square feet of living space, exclusive of porches, breezeways and attached garages.

D. Any residence erected on Lot 1 or on Lot 28 shall front on Carmel Road. No residence shall be erected on Lot 28 closer than 100 feet to the northwesterly margin of the right of way of Carmel Road. No residence shall be erected on Lot 1 closer than 60 feet to the northwesterly margin of the right of way of Carmel Road. No residence shall be erected on Lot 36 or Lot 38 closer than 50 feet to the margin of Windwood Circle. No residence shall be erected on Lot 37 closer than 50 feet to the margin of Windwood Circle on which such residence faces. No residence shall be erected on any lot, other than Lots 1, 28, 36, 37 and 38, closer than 60 feet to the margin of Windwood Circle on which such residence faces. No residence shall be erected on any lot whatsoever nearer than 10 feet to any side lot line. Any detached accessory building or structure must be located to the rear of the main residential structure. For the purpose of this paragraph, when one or more lots or portions thereof are held under common ownership and one residential structure erected thereon, they shall be regarded as one lot.

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E. The plans for any residential structure erected upon any of the said lots shall be approved by Johnson-McMillan Lumber Company before construction. Provided, however, that on or after five years from the date hereof, no such approval shall be necessary.

F. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

G. No trailer, basement, shack, tent, garage, barn, 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.

H. A right of way is hereby reserved along the , rear and side lines of the said lots for poles, lines and/or conduits for use in connection with supplying light, power, water, telephone and other utility service to property shown on said map.

I. No sign boards of any description shall be displayed on any of said lots except signs "For Rent" and "For Sale", which signs shall not exceed 2 x 3 feet in size.

J. Sewage disposal shall only be by approved septic tanks until such time as sewage facilities become available; upon the installation of approved sewage facilities, sewage disposal shall be only by such system.

K. Water supply shall be obtained from wells approved by governmental health authorities having jurisdiction until such time, if any, as water from a municipal water system may become available.

L. In the event of the unintentional or minor violation of any of the building line restrictions herein set forth, Johnson-McMillan Lumber Company reserves the right for it, its successors and assigns by and with the mutual written consent of the owner or owners for the time being of the lot upon which said violation occurs to change the building line restrictions in this instrument as set forth as to that lot.

M. It is expressly understood and agreed that the foregoing covenants, conditions, reservations and easements shall be covenants running with the land and shall be effective for a period of 25 years from the date this Restrictive Covenant Agreement is filed for recording and shall thereafter be automatically renewed for successive periods of 10 years each unless amended or modified by the written agreement filed for recording of the then owners of a majority of the lots; provided, however, that nothing herein contained shall be held to impose any restrictions upon, or easements in, any land owned by the party hereto excepting that herein specifically mentioned.

IN WITNESS WHEREOF, Johnson-McMillan Lumber Company has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its secretary the day and year first above written, all in pursuance of authority duly given by resolution of the Board of Directors of the said Johnson-McMillan Lumber Company.

JOHNSON-MCMILLAN LUMBER COMPANY (SEAL)

By W. H. McMillan
W. H. McMillan President

Attest:

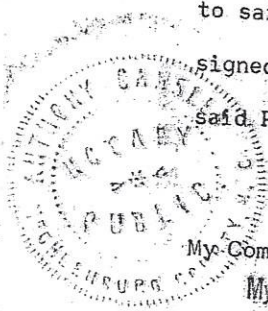
L. E. Johnson, Jr. Secretary

Drawn by
FRANCIS H. FAIRLEY, Atty.

NORTH CAROLINA

MECKLENBURG COUNTY

This 27th day of July, 1955, personally came before me Anthony Cansler, a Notary Public for said County L. E. Johnson, Jr., who being by me duly sworn says that he knows the common seal of the Johnson-McMillan Lumber Company and is acquainted with W. H. McMillan who is the President and presiding member of said Corporation, and that he, the said L. E. Johnson, Jr. is the Secretary of the said Corporation and saw the said President sign the foregoing instrument and saw the said common seal of said Corporation affixed to said instrument by said President and that he, the said L. E. Johnson, Jr. signed his name in attestation of said instrument in the presence of the said President of said Corporation.



My Commission Expires: 9/28/56

My Commission Expires Sept. 28, 1956

Anthony Cansler
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing certificate of Anthony Cansler, a Notary Public of said County, is adjudged to be in due form and according to law. Therefore let the same with the foregoing instrument and this certificate be registered. J. Lester Wolfe, Clerk of Superior Court, By:

Deputy Clerk of the Superior Court

REGISTER OF DEEDS OFFICE MECKLENBURG COUNTY, N.C.	
FILED FOR RECORD ON THE <u>28</u>	
DAY OF <u>July</u>	195 <u>5</u>
AT <u>4:26</u> O'CLOCK <u>P.</u> M.	
RECORDED IN BOOK	PAGE
J. R. RENEROW, Register of Deeds	
By <u>Margaret C. Cleary</u> DEPUTY	

STATE OF NORTH CAROLINA:
COUNTY OF MECKLENBURG:

Anthony Cansler

of Mecklenburg a Notary Public
North Carolina County and State of
is adjudged to be correct.
Let the instrument and the certificate be registered.

Witness my hand, this 28th day of July 1955

J. Lester Wolfe, Clerk of Superior Court

By: Naomi J. Conner
Deputy

NORTH CAROLINA

MECKLENBURG COUNTY

AMENDMENT TO RESTRICTIONS

Whereas, by that certain Restriction Agreement recorded in the Mecklenburg County Public Registry in Book 1783, page 96, certain restrictions were placed upon the property known as Windwood Circle, a map of Windwood Circle being recorded in the Mecklenburg Registry in Book 1698, page 511, and

Whereas, Section C of said Restriction Agreement provides as follows: "No residence erected on said lots shall contain less than 1,400 square feet of living space, exclusive of porches, breezeways and attached garages", and

Whereas, the undersigned, being the owners of all of the lots as shown upon the map of Windwood Circle, have mutually agreed, each with the other, that said Section C referred to above shall be, and the same hereby is, changed and amended to read as follows:

"Section C. No residence erected on said lots shall contain less than 1,600 square feet of living space, exclusive of porches, breezeways and attached garages."

That except as herein changed and amended all restrictions imposed upon Windwood Circle set forth in Book 1783, page 96, shall be and remain in full force and effect.

Johnson-McMillan Lumber Company and the First Federal Savings & Loan Association of Charlotte, N. C., join in this instrument, if such joinder be necessary, for the purpose of giving consent to this Amendment of Restrictions.

In witness whereof, the parties have hereunto set their hands and seals, on this the 30 day of October, 1956.

John G. Woodruff (Seal)
John G. Woodruff

Kathleen G. Woodruff (Seal)
Kathleen G. Woodruff

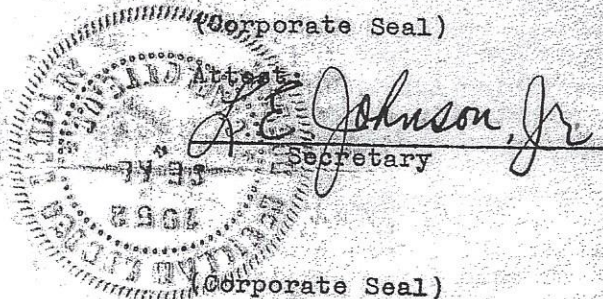
James M. Clymer Jr. (Seal)
James M. Clymer Jr.

Jerry S. Clymer (Seal)
Jerry S. Clymer

Donald C. Waterman (Seal)
Donald C. Waterman

Corine S. Waterman (Seal)
Corine S. Waterman

Consented to by:



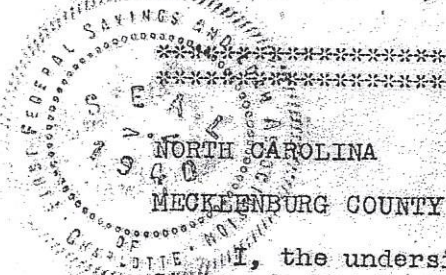
JOHNSON-McMILLAN LUMBER COMPANY,

BY: *W. H. McMillan*
PresidentFIRST FEDERAL SAVINGS & LOAN
ASSOCIATIONBY: *J. L. Cuvati*
President

Attest:

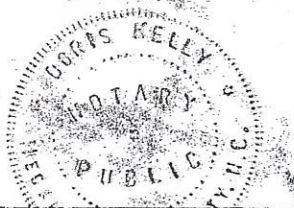
John M. Wilford

Assistant Secretary



I, the undersigned notary public for said County and State, do hereby certify that John G. Woodruff and wife, Kathleen G. Woodruff; James M. Glymer, Jr., and wife, Jerry G. Glymer; and Donald G. Waterman and wife, Corine S. Waterman, personally appeared before me this day and acknowledged the due execution of the foregoing (or annexed) instrument.

Witness my hand and notarial seal, on this the 30 day of October, 1956.



Doris Kelly (now Runyans)
Notary Public
My commission expires: 6-10-57

REGISTER OF DEEDS OFFICE MECKLENBURG COUNTY, N. C.	
FILED FOR RECORD ON THE <u>5</u>	
DAY OF <u>Nov</u>	
AT <u>12:03</u> O'CLOCK	
RECORDED IN BOOK	PAGE
J. R. RENFROW, Register of Deeds	
By <u><i>Theresa D. Decker</i></u>	DEPUTY

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG:

Doris Kelly (now Runyans) a Notary Public
of Mecklenburg County and State of
North Carolina

is adjudged to be correct.
Let the instrument and the certificate be registered.
Witness my hand, this 5th day November 19 56

J. Lester Wolfe, Clerk of Superior Court

By: *Johnnie M. Crook*
Deputy