

1957 SEP 10 10 11
REGISTER
DEEDS
CO. N.C.

STATE OF NORTH CAROLINA

RESTRICTION AGREEMENT

COUNTY OF MECKLENBURG

57

KNOW ALL MEN BY THESE PRESENTS, THAT

S & M DEVELOPMENT COMPANY
(hereinafter referred to as S & M)

does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property described as follows:

All lots depicted on subdivision map of

MEDEARIS

which map is recorded in Map Book 18, at page 273 in the office of the Register of Deeds for Mecklenburg County,

that all of said property is hereby subject to the following restrictions as to the use thereof, which restrictive covenants shall run with said property, by whomsoever owned, to-wit:

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height.

2. No building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed, altered or permitted on any lot until the construction plans and specifications showing the external appearance of such improvement and a plot plan showing the location of the proposed improvement on the lot have been approved in writing by S & M. S & M shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed improvements in which to accept or reject the same in whole or in part, and if S & M fails to approve the proposed improvement or to disapprove same, or some feature thereof, within said fifteen days, then the plans and specifications and plot plan shall be conclusively deemed to be approved. After approval is granted by S & M, the owner must comply in detail with the approved construction plans and specifications and the plot plan. Any permission granted by S & M for construction pursuant to this covenant shall not constitute or be construed as an approval by S & M of the structural stability, design or quality of an improvement.

3. All dwellings shall contain not less than 2000 square feet of heated floor area, exclusive of basements, attached garages and storage areas.

4. No portion of any building (including, without limitation, attached and detached garages, carports and storage buildings) shall be located nearer to the front lot line than the minimum building setback line shown on the recorded map or nearer than ten feet to an interior side or rear lot line and no structure shall be erected on any easement described within this Restriction Agreement or shown upon the recorded map. For purposes of this covenant, eaves, steps and uncovered porches or terraces shall not constitute a part of a building; provided, that this exception shall not be construed to permit encroachment upon an easement

100-10
PERRY, PATRICK, PARKER & MICHAUX, CHARLOTTE, N. C.

shown on the recorded map or described within this Restriction Agreement. No solid fence, wall, hedge, mass planting or similar obstruction exceeding five feet in height shall be permitted along or near the side lines except such as are, in their entirety, to the rear of the building setback line applicable to the lot.

5. No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Livestock and other animals may not be kept upon any lot except those of a variety commonly known and accepted as household pets. Household pets shall not be bred and kept for sale on any lot.

6. Easements for installation, maintenance, repair and replacement of utilities and drainage facilities are reserved as shown on the recorded map. S & M further reserves a ten-foot easement along all rear lot lines and a five-foot easement along all side lot lines for access and construction. No structures, plantings or other obstruction shall be placed or permitted to remain within the easement areas except such as may be and shall be removed at the expense of the owners of the lots as and when such removal is reasonably necessary in the opinion of the party utilizing the easement for the purpose for which reserved.

7. S & M reserves, with respect to each lot, the right to waive, by written agreement of waiver, any violation of the building setback line and the side line restrictions, as same are established herein, or by the recorded map; provided, that the waiver rights herein reserved are limited to ten per cent of the front and side lot line distance requirements.

8. No subdivision or resubdivision of any lot shall be permitted which shall result in any lot having a total area less than the area of said lot as established by the recorded map; provided, that this covenant shall not prohibit a subdivision or resubdivision of three or more lots into a resulting lesser number of lots, and provided, further, that S & M reserves the right to waive this covenant with respect to conveyances of portions of a lot or lots to owner(s) of adjoining lots.

9. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence, either temporarily or permanently. All house trailers (whether on or off wheels), campers (and other vehicles having enclosed living space), commercial vehicles, boats and boat trailers must be parked under cover and within a carport, garage or other shelter approved as to location and appearance by S & M and no such vehicles or trailers may be occupied while parked on any lot in the subdivision.

10. These covenants may be enforced by S & M or by any lot owner or owners within the subdivision shown on the map referred to above, which enforcement may be by proceedings at law or in equity against the person or persons violating or attempting to violate a covenant or covenants, and remedies available shall be to restrain violation or to recover damages, or both.

11. Any driveway constructed in, on or upon any lot shall have either an asphaltic concrete surface, cement surface, or other permanent type hard surface.

Record of poor quality due to condition
of original document - Register of Deeds

PERRY, PATRICK, FARMER & MICHAEL, CHARLOTTE, N. C.

11. Invalidation of any one of these covenants by judgment, court order, statute or contrary usage shall not affect any of the other provisions herein, all of which shall remain in full force and effect.

12. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) 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 has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, S & M DEVELOPMENT COMPANY has caused these presents to be executed in its corporate name and its corporate seal hereunto affixed by its duly authorized officers, this the 19 day of September, 1978.

S & M DEVELOPMENT COMPANY

Attest:

[Signature]
Secretary

By *[Signature]*
President

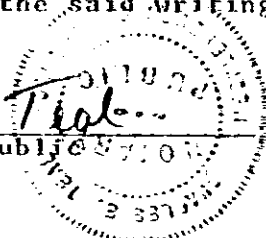
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 19 day of September, 1978, personally came before me Herman A. Moore who, being by me duly sworn, says that he is the _____ President of S & M DEVELOPMENT COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Herman A. Moore acknowledged the said writing to be the act and deed of said corporation.

My Commission Expires:
11-10-82

[Signature]
Notary Public



State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Charles E. Teal,

Notary Public of said County and State
is certified to be correct. This 19 day of Sept., 19 78
Charles E. Crowder, Register of Deeds, By: *[Signature]*

INSTRUMENT # 2003220959



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO RESTRICTION
AGREEMENT FOR MEDEARIS
SUBDIVISION

THIS FIRST AMENDMENT TO RESTRICTION AGREEMENT FOR MEDEARIS SUBDIVISION (the "Amendment") is made as of the 19th day of September, 2003 by the undersigned, each of whom is an "owner" of the lots (the "Lots") described in the Restriction Agreement, as hereinafter defined, and who collectively constitute a majority of the current owners of the Lots.

STATEMENT OF PURPOSE

(1) S&M Development Company executed and recorded that certain Restriction Agreement (the "Restriction Agreement") dated September 19, 1978 and recorded in Book 4107 at Page 137 in the Mecklenburg County Public Registry encumbering the Lots.

(2) A majority of the current owners of the Lots have agreed to amend the Restriction Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the matters set forth in the Statement of Purpose and the material benefits to each of the current owners of the Lots which will result from the amendment of the Restriction Agreement, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby amend the Restriction Agreement as follows:

(1) The references to "S&M" contained in Paragraphs 2, 8 and 9 of the Restriction Agreement shall be, and the same are hereby, amended to read "the Medearis Review Committee" in place, substitution and stead of the phrase "S&M". The Medearis Review Committee shall be composed of at least three (3) owners of Lots who shall be appointed annually by the officers of the Medearis Neighborhood Club, Inc. and who shall be appropriately qualified to serve on the Medearis Review Committee in the reasonable judgment of the officers of the Medearis Neighborhood Club, Inc.

Drawn By and Return To: *Box 225*
Craig T. Lynch, Esquire
Parker, Poe, Adams & Bernstein LLP
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202-1935

(2) The references to "S&M" contained in Paragraphs 6, 7 and 10 of the Restriction Agreement shall be, and the same are hereby, amended to read "the Medearis Neighborhood Club, Inc." in place, substitution and stead of the phrase "S&M".

(3) Paragraph 12 of the Restriction Agreement shall be, and the same is hereby, amended to provide that the Restriction Agreement, as modified hereby, may be amended at any time by recording an instrument, signed by a majority of the then owners of the Lots, with the Mecklenburg County Public Registry.

(4) The undersigned hereby further amend the Restriction Agreement in any way necessary to effectuate the intent of this Amendment.

(5) This Amendment shall bind and inure to the benefit of the owners of the Lots and their respective successors and assigns and shall run with the title to the Lots.

(6) Except as specifically amended herein, the terms, covenants and conditions of the Restriction Agreement shall remain in full force and effect.

[Remainder of this page intentionally left blank]