

THIS AGREEMENT made and entered into by A. & S. Realty, Inc., and John Wesley Hollowell, Jr., and wife, Margaret W. Hollowell, hereinafter referred to as "Owners" of the real estate hereinafter described does hereby make this declaration of restrictions this the 2nd day of July, 1965.

W-I-T-N-E-S-S-E-T-H

WHEREAS, THE PARTIES HERETO, desire to impose upon the following real estate certain restrictions governing and affecting the use thereof:

Being all of Lots 41 through 69 of Mooreland Estates, as shown on a map thereof by Keith Moen, Registered Surveyor, being a portion of the property acquired from S. W. Moore and wife, Mary J. P. Moore, as described that certain deed recorded in Book 394, Page 100, in the Iredell County Public Registry.

THEREFORE, it is agreed by and between said parties that the following restrictions be and they hereby are imposed on the above real estate except as excepted herein. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part:

1. All of the above lots subject to the exceptions hereinafter set forth shall be known and designated as residential lots.
2. These restrictions shall not apply to that certain lot or lots designated as an access lot on said recorded map or plat above stated, and it is hereby agreed and understood that area, or a portion thereof, may be used for access to the beach by all property owners in this subdivision whose property does not front on the beach.
3. No building shall be located nearer than forty (40) feet to the front line or any street line, nor nearer than ten (10) feet to any side lot line. No building shall be located nearer to the water line than permitted by the state, county or other governmental authority.
4. No building shall be erected with an exterior of exposed cement block except where exterior block is covered by stucco.
5. No building having less than eight hundred (800) square feet of heated area on the ground floor shall be permitted on any residential lot, nor shall any building be permitted on any lot over two and one-half stories in height.
6. No lot except a corner lot shall have more than one single family dwelling unit. A corner lot may have a double family dwelling unit, provided the entrance to each dwelling unit faces on a separate street. No lot of any kind shall have more than a double family dwelling unit.
7. No building shall be erected on any lot or portion of said property unless said building shall be constructed in a proper, workmanlike manner, built of a good grade of materials and shall be kept painted at regular intervals as necessary. The exterior of any building shall be completed within six (6) months after construction thereon has begun unless an extension of time for said completion is granted in writing by the developers, A. & S. Realty, Inc.
8. No building shall be erected unless it is completely underpinned with brick or masonry.
9. No noxious or offensive trade or activity shall be carried on upon any lot,

nor shall anything be done thereon which may become a public annoyance or public nuisance.

- 10. Any building erected on any lot shall be equipped with an approved septic tank for the disposal of sewage.
- 11. No house trailer, basement, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence, and all lots and any structures thereon shall be kept in a neat and orderly manner, free from junk and clutter. Nothing shall be kept on any lot that is not incidental to normal residential living.
- 12. No animals or poultry of any kind shall be kept and maintained on any part of said property except house pets such as dogs and cats.
- 13. No signboards of any description shall be displayed on any said residential lots except signs "For Rent" and "For Sale" which signs shall not exceed fifteen inches (15") by twenty inches (20").
- 14. It is hereby agreed and understood that the owners hereof hereby reserve the right to amend or alter the restrictions relating to set back lines and side lines so as to provide for minor violations thereof. The term minor violations shall not be interpreted to include any violation in excess of ten per cent (10%) of the minimum restrictions and the owners may make such amendment by their written consent and the owner or owners for the time being of the plot or plots which such restrictive covenants are to be changed.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals this 2nd day of July, 1965.

Attest:

Marjorie H. Plyler
Marjorie H. Plyler, Secretary
(Corporate Seal)

A. & S. Realty, Inc.

By: William G. Allen, Jr.
William G. Allen, Jr., President

John Wesley Hollowell, Jr.
John Wesley Hollowell, Jr.

Margaret W. Hollowell
Margaret W. Hollowell

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 2nd day of July, A.D., 1965, personally came before me, William G. Allen, Jr., who, being by me duly sworn, says that he is the President of A. & S. Realty, 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 G. Allen, Jr., acknowledged the said writing to be the act and deed of said Corporation.

Lebron Lee Berntain
Notary Public

My Commission Expires: 6/3/67

STATE OF NORTH CAROLINA

COUNTY OF Rowan

I, Harold Hodge, Notary Public in and for said County and State do hereby certify that John Wesley Hollowell, Jr., and wife, Margaret W. Hollowell, appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this 6th day of July, 1965.

Harold Hodge
Notary Public

My Commission Expires: 6-4-67

STATE OF NORTH CAROLINA—IREDELL COUNTY.

The foregoing certificate... of *Lebron Lu Brattain, a Notary Public of Mecklenburg County, N.C. and Hazel Hedy, a Notary Public of Rowan County, N.C.*

... are adjudged to be in due form and according to law. Therefore let the instrument and certificates with this certificate be registered.

Witness my hand and seal, this *4th* day of *August* 196*5*.
Shelby J. White
Deputy Clerk Superior Court.

Filed for registration *Aug. 6, 1965* at *5:20 P.M.* *A.A. Messitt*
Register of Deeds