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1960 - Covenants

CD Spangler

NORTH CAROLINA
MECKLENBURG COUNTY

LANSDOWNE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT C.D. SPANGLER Construction Company, a North Carolina corporation, does hereby covenant and agree to and with all persons, firms or corporations hereinafter acquiring any of the property below described:

Being Lots 7 through 14, inclusive in Block 7; Lots 2 through 12, inclusive, in Block 8; Lots 1 through 19, inclusive, in Block 9; Lots 2 through 27, inclusive in Block 10, Lots 18 through 30, inclusive, in Block 11; Lots 1 through 18, inclusive, in Block 12; Lots 1 through 27, inclusive, in Block 14; Lot 22 through 37, inclusive, in Block 15 of LANSDOWNE SUBDIVISION according to plat by A.V. Blankenship, Recorded in Map Book 9, Page 171 and 173, of the Mecklenburg County Registry, North Carolina.

That said property in hereby made subject to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to wit:

- (A) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential plot other than one detached 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. All residences located on building lot in said subdivision shall face the street property line having the shorter frontage.
- (B) No residence or other structure shall be located nearer to the front property line nor nearer to any side street line than the set-back line shown upon the recorded plat. No building, except a detached garage or other outbuilding located entirely within the rear thirty feet of the lot, shall be closer than ten feet to any interior side lot line. Any detached garage or other outbuilding erected upon any corner lot shall be located entirely within the rear thirty feet of the lot and shall be adjacent to and not further than ten feet from the interior side lot line.
- (C) No subdivision of any of said lots by sale or otherwise shall be made so as to result in a lot having a frontage of less than 70 feet and an area of less than 12,000 square feet.
- (D) 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.
- (E) 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.
- (F) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.
- (G) No single-family dwelling, one story in height, shall be erected or maintained on any of said lots, with a square foot heated floor area of less than 1700 square feet; provided, that if there is a garage attached to the side of the residence, the square foot heated floor area of the dwelling shall not be less than 1600 square feet. Any garage attached to a residence shall have only a rear or side car entrance. Any two-story residence located or maintained on any of said lots shall have an attached garage, and a ground floor heated area of not less than 1,200 square feet; and the garage shall be attached to a side of the residence, and have only a rear or side car entrance. Open car ports may be constructed only in the rear of any one-story residence. For the purposes of this paragraph, split level houses shall be construed as a one-story dwelling unless there is a difference of more than six feet between the two levels, in which event the house shall be constructed to be a two-story residence.
- (H) The party of the first part, its successors and assigns, shall have and hereby reserves a right-of-way along the rear and side lines of the lots hereinabove described for pole lines and/or conduits for use in connection with supplying light, power, and telephone service to said lots and to lots in other blocks adjacent thereto, and for installation and maintenance of drainage facilities.
- (I) Only one residence shall be erected upon any building lot permitted under these restrictions.
- (J) No fence or other obstruction shall be nearer the front street than the building lines as shown on the recorded plat.
- (K) No signboard of any description shall be displayed on any of said lots, except signs "For Rent" and "For Sale" signs, which shall not exceed 2 x 3 feet in size.
- (L) In the event of the violations of any of the building line restrictions herein set forth, the

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undersigned reserves the right by and with the mutual written consent of the owner or owners for the time being of such lot to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building line restrictions, and shall apply only to the lot affected.

(M) It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, reservations, restrictions and easements shall be covenants running with the land; but nothing herein contained shall be held to impose any restrictions upon, or easements in any lot of the undersigned, not herein specifically referred to, this instrument applying to and affecting only said lots shown upon the aforementioned map.

(N) The restrictions herein imposed shall remain in full force and effect for a period of 30 years from the date hereof, provided that the same may be renewed by an instrument executed by the owners of at least seventy-five percent of the lots shown upon said recorded plat.

(O) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the said covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision subject to similar restrictions 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 doing so or to recover damages or other dues for such violation.

(P) Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, C.D. Spangler Construction Company has caused this instrument to be signed in its corporate name by its Executive Vice President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given this the 11th day of March, 1960.

C.D. Spangler Construction Company, Inc.
Attest:

/s/ By /s/ W. D. Cornwell
Assistant Secretary Executive Vice President

Posted by ddwyer on 02/21/2003

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